



3. BofA denies the allegations in Paragraph 3.

4. BofA denies the allegations in Paragraph 4, except refers to the Co-Borrowing Facility Agreements referenced therein for a complete and accurate description of their structure and provisions.

5. BofA denies the allegations in Paragraph 5, except refers to the Co-Borrowing Facility Agreements referenced therein for a complete and accurate description of their structure and provisions.

6. BofA denies the allegations in Paragraph 6, except refers to the Co-Borrowing Facility Agreements referenced therein for a complete and accurate description of their structure and provisions.

7. BofA denies the allegations in Paragraph 7 to the extent the allegations are directed to it, and otherwise denies knowledge or information sufficient to form a belief as to the remaining allegations.

8. BofA denies the allegations in Paragraph 8.

9. BofA denies the allegations in Paragraph 9 insofar as they are directed to it, except it admits that at times, it provided certain commercial lending services and obtained certain financial information related to Adelphia and the Rigas Family. BofA denies knowledge or information sufficient to form a belief about the remaining allegations.

10. BofA denies the allegations in Paragraph 10 insofar as they are directed to it, and otherwise denies knowledge or information sufficient to form a belief about the remaining allegations.

11. BofA denies the allegations in Paragraph 11 insofar as they are directed to it, and otherwise denies knowledge or information sufficient to form a belief about the remaining allegations.

12. BofA denies the allegations in Paragraph 12 insofar as they are directed to it, and otherwise denies knowledge or information sufficient to form a belief about the remaining allegations.

13. BofA denies the allegations in Paragraph 13 insofar as they are directed to it, except admits that it provided a margin loan to a Rigas entity and refers to the terms of such agreement for a complete and accurate description of its terms, and otherwise denies knowledge or information sufficient to form a belief about the remaining allegations.

14. BofA denies the allegations in Paragraph 14 insofar as they are directed to it, and otherwise denies knowledge or information sufficient to form a belief about the remaining allegations.

15. BofA denies the allegations in Paragraph 15 insofar as they are directed to it, and otherwise denies knowledge or information sufficient to form a belief about the remaining allegations.

16. BofA denies the allegations in Paragraph 16 insofar as they are directed to it, except admits that it does seek repayment of all amounts due to it in connection with Adelphia's bankruptcy proceedings and Plan of Reorganization, and otherwise denies knowledge or information sufficient to form a belief about the remaining allegations.

17. BofA denies the allegations in Paragraph 17 that are directed to it, except admits that it has received principal and interest pursuant to the terms of the Plan of

Reorganization and refers to the Plan for a complete and accurate description of such provisions, and otherwise denies knowledge or information sufficient to form a belief about the remaining allegations.

### **JURISDICTION AND VENUE**

18. Paragraph 18 purports to state legal conclusions, as to which no response is required.

19. Paragraph 19 purports to state legal conclusions, as to which no response is required. To the extent an answer is required, BofA denies this is a “core” proceeding.

20. Paragraph 20 purports to state legal conclusions, as to which no response is required.

21. Paragraph 21 purports to state legal conclusions, as to which no response is required, except BofA refers to the stipulations, orders, decision, and the motion referred to therein for a complete and accurate description of their contents.

### **THE PARTIES AND OTHER KEY PARTICIPANTS**

22. BofA refers to the Adelphia Plan of Reorganization for a complete and accurate description of the Plaintiffs and their right to prosecute claims.

23. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23, except admits that Adelphia Communications Corp. is the Debtor in Case No. 02-41729 (REG), which commenced on June 25, 2002, and that Adelphia was a corporation organized under the laws of the State of Delaware.

**The Agent Banks and the Investment Banks**

24. BofA admits that it and other banks served as agents on one or more of the Co-Borrowing Facilities and refers to such agreements for a complete and accurate description of their structure and provisions, and otherwise denies the remaining allegations in Paragraph 24.

25. BofA denies the allegations in Paragraph 25 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief about the remaining allegations in Paragraph 25, except BofA admits that it is affiliated with BAS.

26. BofA admits that it is a national banking association and that it has a branch office located in the State of Texas, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26, including as to what is meant by the allegation that BofA is “acting out of” its branch office located in Texas, and refers to the Complaint for the contents thereof.

27. BofA admits that BAS is an affiliate of and under common ownership with BofA, is a limited liability company organized under the laws of the State of Delaware, and that BAS provides investment banking services, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 27.

28. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 28, and refers to the Complaint for the contents thereof.

29. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29.

30. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30, and refers to the Complaint for the contents thereof.

31. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31.

32. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32, and refers to the Complaint for the contents thereof.

33. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33, and refers to the Complaint for the contents thereof.

34. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34.

35. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35.

36. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36, and refers to the Complaint for the contents thereof.

37. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37.

38. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38, and refers to the Complaint for the contents thereof.

39. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39.

40. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40, and refers to the Complaint for the contents thereof.

41. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41.

42. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42, and refers to the Complaint for the contents thereof.

43. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43.

44. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44, and refers to the Complaint for the contents thereof.

45. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45.

46. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 46, and refers to the Complaint for the contents thereof.

47. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47.

48. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 48, and refers to the Complaint for the contents thereof.

49. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 49.

50. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 50, and refers to the Complaint for the contents thereof.

51. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 51.

52. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 52, and refers to the Complaint for the contents thereof.

53. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 53.

54. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 54, and refers to the Complaint for the contents thereof.

55. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 55.

56. BofA admits that it acquired Fleet National Bank by merger and that Fleet was a national banking association and had a branch office in the Commonwealth of Massachusetts. BofA otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 56, including as to what is meant by the allegation that Fleet is “acting out of” its branch office located in the Commonwealth of Massachusetts, and refers to the Complaint for the contents thereof.

57. BofA admits that Fleet Securities, Inc., was previously affiliated with Fleet, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 57.

58. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 58, and refers to the Complaint for the contents thereof.



59. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 59.

60. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 60, and refers to the Complaint for the contents thereof.

61. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 61.

62. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62, and refers to the Complaint for the contents thereof.

63. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 63.

64. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 64, and refers to the Complaint for the contents thereof.

65. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 65, and refers to the Complaint for the contents thereof.

66. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 66.

67. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 67, and refers to the Complaint for the contents thereof.

68. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 68.

69. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 69, and refers to the Complaint for the contents thereof.

70. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 70.

71. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71, and refers to the Complaint for the contents thereof.

72. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 72, and refers to the Complaint for the contents thereof.

73. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 73, and refers to the Complaint for the contents thereof.

#### **The Syndicate Banks**

74. BofA denies knowledge or information sufficient to form a belief about the allegations in Paragraph 74, except BofA admits that the Co-Borrowing Facilities were syndicated credit facilities.

75. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

76. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

77. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

78. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

79. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

80. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

81. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

82. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

83. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

84. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

85. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

86. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

87. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

88. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

89. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

90. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

91. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

92. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

93. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

94. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

95. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

96. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

97. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

98. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

99. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

100. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

101. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

102. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

103. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

104. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

105. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

106. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

107. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

108. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

109. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

110. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

111. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

112. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

113. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

114. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

115. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

116. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status and role.

### **The Non-Co-Borrowing Banks**

117. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 117, except BofA admits that certain Adelphia entities were borrowers on three syndicated Non Co-Borrowing Facilities.

118. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.



119. BofA admits that Fleet was a national banking association. BofA otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 119, including as to what is meant by the allegations that Fleet is “acting out of” its branch office located in the Commonwealth of Massachusetts.

120. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

121. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

122. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

123. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

124. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

125. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

126. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

127. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

128. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

129. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

130. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

131. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

132. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

133. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

134. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

135. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

136. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

137. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

138. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

139. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

140. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

141. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

142. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

143. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

144. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

145. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its description of its legal status.

### **The Assignees**

146. Paragraph 146 purports to assert legal conclusions for which no response is necessary, except BofA refers to the Co-Borrowing Facility Agreements referenced therein for a complete and accurate description of their structure and provisions.

147. Paragraph 147 purports to assert legal conclusions for which no response is necessary, except BofA refers to the Assignment and Acceptance Agreements and Co-Borrowing Facilities referenced therein for a complete and accurate description of their structure and provisions.

148. Paragraph 148 purports to assert legal conclusions for which no response is necessary, except BofA refers to the Assignment and Acceptance Agreements and Co-Borrowing Facilities referenced therein for a complete and accurate description of their structure and provisions.

149. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 149, except admits that it received executed Assignment and Acceptance Agreements related to the CCH Facility.

150. Paragraph 150 purports to assert legal conclusions for which no response is necessary, except BofA refers to the Assignment and Acceptance Agreements referenced therein for a complete and accurate description of its structure and provisions.

151. BofA denies actual or constructive knowledge of the Rigas Family's alleged misuse of the Co-Borrowing Facilities, admits that from time to time it has been an Assignee of certain "Adelphia related" debt and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 151.

152. Paragraph 152 purports to assert legal conclusions for which no response is necessary, except BofA refers to the Assignment and Acceptance Agreements referenced therein for a complete and accurate description of its structure and provisions and admits that on March 27, 2002, additional financial information concerning the Adelphia companies was disclosed to

the public, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

153. BofA admits that the Bankruptcy Court entered the Final DIP Order on or about August 23, 2002, and refers to the terms of the order referenced therein for a complete and accurate description of its provisions, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

154. Paragraph 154 purports to assert legal conclusions for which no response is necessary, except BofA refers to the Final DIP Order referenced therein for a complete and accurate description of its provisions.

155. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 155.

156. Paragraph 156 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 156.

157. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

158. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

159. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

160. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

161. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

162. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

163. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

164. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

165. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

166. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

167. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

168. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

169. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

170. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

171. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

172. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.



173. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

174. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

175. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

176. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

177. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

178. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

179. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

180. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

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430. BofA admits that it is a national banking association and that it acquired debt under the UCA/HHC, CCH, and Olympus Co-Borrowing Facilities from time to time, and received certain payments from the respective borrowers on account of such debt.

431. Pursuant to Fed.R.Civ.P. 9(a), BofA denies the allegations of Paragraph 431. Bank of America Distressed Trade is not an investment company or even a legal entity. Any debt in any Co-Borrowing Facility acquired under the name Bank of America Distressed Trade would have been acquired on behalf of BofA.

432. Pursuant to Fed.R.Civ.P. 9(a), BofA denies the allegations of Paragraph 432. Bank of America Trade is not an investment company or even a legal entity. Any debt in any Co-Borrowing Facility acquired under the name Bank of America Trade would have been acquired on behalf of BofA.

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571. BofA admits that Fleet was a national banking association that from time to time acquired certain bank debt; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 570.

572. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and refers to the response of the identified defendant to this paragraph for its complete description of its legal status and role.

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790. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

791. No response is necessary to Paragraph 791.

**The Rigas Family Entities**

792. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 792.

793. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 793.

794. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 794.

795. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 795.

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797. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 797.

798. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 798.

799. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 799.

## **FACTS**

### **A. The Rigas Family's Ownership and Control of Adelphia.**

800. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 800.

801. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 801, except admits that members of the Rigas Family occupied certain senior management positions with the Adelphia companies, as did James Brown and Michael Mulcahey.

802. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 802, except admits that ACC debt and equity securities were publicly traded and listed on one or more national exchanges.

803. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 803, except admits that members of the Rigas Family occupied certain senior management positions in and served on the board of Adelphia Communications Corp.

804. Paragraph 804 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the credit agreements and indentures referenced therein for a complete and accurate description of their provisions. BofA

denies the allegations in Paragraph 804 as they pertain to BofA, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

805. BofA denies the allegations of Paragraph 805 to the extent they pertain to it and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 805.

806. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 806.

**B. Adelphia's Credit Facilities**

807. BofA denies paragraph 807 to the extent it pertains to it, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 807.

**1. The Publicly-Traded Debt.**

808. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 808, except admits that ACC and certain of its affiliates issued certain debt securities.

809. Paragraph 809 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 809 as they pertain to it, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 809.

810. Paragraph 810 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the indenture referenced therein for a complete and accurate description of its provisions; otherwise, BofA denies knowledge or

information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 810.

811. Paragraph 811 purports to assert legal conclusions for which no response is necessary. To the extent a response is necessary, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 811, except BofA refers to the indenture referenced therein for a complete and accurate description of its provisions.

812. Paragraph 812 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the indenture referenced therein for a complete and accurate description of its provisions; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 812.

813. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 813.

814. BofA admits that certain indentures were publicly disclosed, otherwise denies the allegations in Paragraph 814 to the extent they pertain to it, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

## **2. Bank Debt.**

### **a. The Non-Co-Borrowing Facilities.**

815. BofA admits Paragraph 815.

#### **(i) The FrontierVision Credit Facility.**

816. Paragraph 816 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement

and related documents referenced therein for a complete and accurate description of their structure and provisions.

817. Paragraph 817 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its structure and provisions.

818. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 818.

(ii) **The Parnassos Credit Facility.**

819. Paragraph 819 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement and related documents referenced therein for a complete and accurate description of their structure and provisions.

820. Paragraph 820 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its structure and provisions.

821. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 821.

(iii) **The Century-TCI Credit Facility.**

822. Paragraph 822 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement and related documents referenced therein for a complete and accurate description of their structure and provisions.

823. Paragraph 823 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its structure and provisions.

824. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 824.

**b. The Co-Borrowing Facilities.**

**(i) The Unprecedented Structure of the Co-Borrowing Facilities.**

825. BofA denies the allegations in Paragraph 825.

826. BofA denies the allegations in Paragraph 826 to the extent they pertain to it, except admits that pursuant to the terms of each Co-Borrowing Facility, each co-borrower, except any Unrestricted Borrowers provided for under the CCH and Olympus Co-Borrowing Facilities, could borrow up to the full amount of each facility and all co-borrowers were jointly and severally liable, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

827. BofA denies the allegations in Paragraph 827 to the extent they pertain to it, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

828. BofA denies the allegations in Paragraph 828 to the extent they pertain to it, denies that the Co-Borrowing Facilities conferred no benefit on Adelphia, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

829. BofA denies the allegations in Paragraph 829 to the extent they pertain to it, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

830. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 830.

(ii) **The 1996 HVA/TALP/Global Credit Facility Sets the Stage.**

831. BofA denies the allegations in Paragraph 831, except admits that certain Adelphia entities entered into the 1996 HVA/TALP Global Facility.

832. BofA admits the allegations in Paragraph 832, except that BofA admits that the Facility agreements are dated as of March 29, 1996, but denies knowledge or information sufficient to form a belief as to the to the closing date.

833. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 833.

834. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 834.

835. Paragraph 835 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its structure and provisions. BofA otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 835.

836. Paragraph 836 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its structure and provisions.

837. Paragraph 837 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its structure and provisions. BofA otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 837.

838. Paragraph 838 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its structure and provisions. BofA otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 838.

839. BofA denies the allegations in Paragraph 839, except denies knowledge or information sufficient to form a belief as to the truth of the allegations regarding the actions of the Rigas Family or independent directors.

840. Paragraph 840 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its structure and provisions.



(iii) **The UCA/HHC Co-Borrowing Facility.**

841. BofA denies the allegations in Paragraph 841, except denies knowledge or information sufficient to form a belief as to the truth of the allegations regarding the actions of the Rigas Family or independent directors.

842. Paragraph 842 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement and related documents referenced therein for a complete and accurate description of their structure and provisions.

843. Paragraph 843 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its structure and provisions.

844. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 844.

845. BofA admits that it participated in the UCA/HAC Facility as a Syndicate Bank, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 845.

846. Paragraph 846 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations.

847. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 847.

848. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 848, except admits that Adelphia's Board and Independent Directors approved the co-borrowing facility.

849. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 849.

850. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 850.

851. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 851.

852. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 852.

853. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 853.

854. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 854.

855. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 855.

856. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 856.

857. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 857.

858. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 858.

859. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 859.

860. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 860.

861. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 861, except that BofA refers to the indentures and credit agreements referenced therein for a complete and accurate description of any restrictions on affiliate transactions.

862. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 862, except BofA admits that it received in or about February 1999 a request for proposal related to a proposed credit facility.

863. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 863, except admits that it has produced a February 23, 1999 internal memorandum and refers to such document for a complete and accurate description of its contents.

864. BofA denies the allegations in Paragraph 864.

865. Paragraph 865 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

866. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 866.

867. BofA denies the allegations in Paragraph 867.

868. BofA denies the allegations in Paragraph 868.

869. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 869.

870. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 870.

871. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 871.

872. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 872.

873. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 873.

874. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 874.

875. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 875.

876. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 876.

877. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 877.

(iv) **The CCH Co-Borrowing Facility.**

878. BofA denies the allegations of Paragraph 878 as they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations.

879. Paragraph 879 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement and related documents referenced therein for a complete and accurate description of their structure and provisions.

880. Paragraph 880 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement and related documents referenced therein for a complete and accurate description of their structure and provisions.

881. Paragraph 881 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its structure and provisions, and admits that it acted as co-administrative agent in the CCH Co-Borrowing Facility.

882. BofA admits that it conducted diligence in connection with Adelpia's businesses prior to the closing of the CCH Co-Borrowing Facility and that an offering memorandum was prepared relating to the solicitation of lenders to participate in the CCH Co-Borrowing Facility. BofA further admits that it received certain compliance certificates from the

CCH Co-Borrowers from time to time, and otherwise denies knowledge or information sufficient to form a belief as to the remaining allegations of Paragraph 882.

883. Paragraph 883 purports to assert legal conclusions for which no response is necessary, except that BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of the parties and their roles.

884. Paragraph 884 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations.

885. BofA denies the allegations of Paragraph 885 to the extent they pertain to it, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

886. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 886, except admits that Adelphia's Board and Independent Directors approved the CCH Co-Borrowing Facility.

887. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 887.

888. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 888.

889. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 889.

890. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 890.

891. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 891.

892. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 892.

893. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 893.

894. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 894.

895. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 895.

896. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 896.

897. BofA denies the allegations in Paragraph 897 to the extent they pertain to it and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 897.

898. BofA denies the allegations in Paragraph 898 to the extent they pertain to it, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations, except admits the leverage ratio would be calculated on a combined basis.

899. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 899.

900. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 900.

901. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 901, except refers to the terms of the credit agreement referenced in Paragraph 901 for a more complete and accurate description of its contents.

902. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 902.

903. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 903.

904. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 904.

905. Paragraph 905 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the documents referenced therein for a complete and accurate description of their contents. Otherwise, BofA denies the allegations in Paragraph 905 to the extent they pertain to it and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 905.

906. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 906.

907. Paragraph 907 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 907.

908. BofA denies the allegations of Paragraph 908 to the extent they pertain to it, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.



909. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 909.

910. Paragraph 910 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations of Paragraph 910 to the extent they pertain to it, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

911. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 911.

912. BofA denies the allegations in Paragraph 912.

913. BofA denies the allegations in Paragraph 913.

914. BofA denies the allegations in Paragraph 914 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

915. BofA denies the allegations in Paragraph 915 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

916. BofA denies the allegations in Paragraph 916 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

917. BofA denies the allegations in Paragraph 917 to the extent they pertain to it and denies that the CCH Co-Borrowing Facility provided no benefit to Adelphia; otherwise, BofA

denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

918. BofA denies the allegations in Paragraph 918 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

919. BofA denies the allegations in Paragraph 919 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

920. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 920.

921. BofA denies the allegations in Paragraph 921 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

922. BofA denies the allegations in Paragraph 922 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

923. BofA admits the allegations in Paragraph 923.

(v) **The Olympus Co-Borrowing Facility.**

924. BofA denies the allegations in Paragraph 924 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

925. Paragraph 925 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement and related documents referenced therein for a complete and accurate description of their structure and provisions.

926. Paragraph 926 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement and related documents referenced therein for a complete and accurate description of their structure and provisions.

927. Paragraph 927 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA admits that Fleet was a documentation agent and BofA was a managing agent in the Olympus Co-Borrowing Facility, and otherwise refers to the terms of the credit agreement referenced therein for a complete and accurate description of its structure and provisions.

928. BofA admits that it conducted diligence in connection with Adelphia's businesses prior to the closing of the Olympus Co-Borrowing Facility, that an offering memorandum was prepared related to the solicitation of lenders to participate in the Olympus Co-Borrowing Facility, and that it received certain compliance certificates from the Olympus borrowers, and otherwise denies the allegations of Paragraph 928 to the extent they pertain to it and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 928.

929. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 929.

930. Paragraph 930 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations.

931. BofA denies the allegations in Paragraph 931 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations concerning the actions or knowledge of others.

932. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 932, except admits that Adelphia's Board and Independent Directors approved the co-borrowing facility.

933. BofA denies that it prepared the Olympus Term Sheet referenced in Paragraph 933. BofA otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 933.

934. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 934.

935. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 935.

936. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 936.

937. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 937.

938. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 938.

939. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 939.

940. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 940.

941. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 941.

942. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 942.

943. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 943.

944. BofA denies the allegations in Paragraph 944 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 944, except admits that the leverage ratio would be calculated on a combined basis.

945. BofA denies knowledge or information sufficient to form a belief sufficient to form a belief as to the truth of the allegations in Paragraph 945.

946. BofA denies knowledge or information sufficient to form a belief sufficient to form a belief as to the truth of the allegations in Paragraph 946.

947. BofA denies knowledge or information sufficient to form a belief sufficient to form a belief as to the truth of the allegations in Paragraph 947, and refers to the credit agreement for a complete and accurate description of its contents.

948. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 948.

949. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 949.

950. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 950.

951. BofA denies the allegations of Paragraph 951 to the extent they pertain to it and refers to the memorandum referenced in Paragraph 951 for a complete and accurate description of its contents; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 951.

952. BofA denies the allegations in Paragraph 952 to the extent they pertain to it and refers to the memorandum referenced in Paragraph 952 for a complete and accurate description of its contents; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 952.

953. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 953.

954. BofA denies the allegations of Paragraph 954 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

955. BofA denies the allegations of Paragraph 955 to the extent they pertain to it; otherwise, BofA denies, knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

956. Paragraph 956 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations.

957. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 957.

958. BofA denies the allegations in Paragraph 958.

959. BofA denies the allegations in Paragraph 959.

960. BofA denies the allegations in Paragraph 960 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 960.

961. BofA denies the allegations of Paragraph 961 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of remaining allegations in Paragraph 961.

962. BofA denies the allegations of Paragraph 962 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of remaining allegations in Paragraph 962.

963. BofA denies the allegations of Paragraph 963 to the extent they pertain to it and denies that the Olympus Co-Borrowing Facility provided no benefit to Adelphia; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 963.

964. BofA denies the allegations of Paragraph 964 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of remaining allegations in Paragraph 964.

965. BofA denies the allegations of Paragraph 965 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of remaining allegations in Paragraph 965.

966. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 966.

967. BofA denies the allegations in Paragraph 967 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 967.

968. BofA denies the allegations in Paragraph 968 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 968.

969. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 969.

**3. The Rigas Family Intended That the Co-Borrowing Facilities Would Be Used for Fraudulent Purposes.**

**a. UCA/HHC.**

970. BofA denies the allegations in Paragraph 970 to the extent they are directed to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of



the remaining allegations, except refers to the unidentified document purportedly quoted from therein for a complete and accurate statement of its contents.

971. BofA denies the allegations in Paragraph 971 to the extent they are directed to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

972. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 972.

973. BofA denies the allegations in Paragraph 973 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

974. BofA denies the allegations in Paragraph 974 to the extent they pertain to it and further denies that the UCA/HHC Facility did not benefit Adelphia; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

**b. CCH.**

975. BofA denies the allegations of Paragraph 975, except admits it received an invitation from Adelphia dated February 17, 2000, to participate in what would become the CCH Co-Borrowing Facility and refers to the invitation for a complete and accurate description of its contents.

976. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations of 976.

977. BofA denies the allegations of Paragraph 977 to the extent they are directed at it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

978. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 978.

979. BofA denies the allegations in Paragraph 979 to the extent they pertain to it, and denies that Highland Prestige had drawn approximately \$1.16 billion from the CCH Co-Borrowing Facility as of the Petition Date. Otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 979.

980. BofA denies the allegations of Paragraph 980 to the extent they pertain to it and denies that the CCH Facility did not benefit Adelpia; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations concerning the Rigas Family's intent, and otherwise denies the remaining allegations of Paragraph 980.

**c. Olympus.**

981. BofA refers to the offering memorandum referred to therein for a complete and accurate description of its contents. Otherwise, BofA denies the allegations of Paragraph 981 to the extent they pertain to it, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 981.

982. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 982.

983. BofA denies the allegations in Paragraph 983 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 983.

984. BofA denies the allegations in Paragraph 984 to the extent they pertain to it and denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 984.

985. BofA denies the allegations in Paragraph 985 to the extent they pertain to it and also denies that Highland Video and CCT had drawn approximately \$751.5 million from the Olympus Co-Borrowing Facility as of the Petition Date. BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 985.

986. BofA denies the allegations in Paragraph 986 to the extent they pertain to it and denies that the Olympus Facility did not benefit Adelphia; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations concerning the Rigas Family's intent, and otherwise denies the remaining allegations of Paragraph 986.

**4. The Fraudulent Uses of the Co-Borrowing Facilities by the Rigas Family.**

**a. The Rigas Family's Purchase of \$1.9 Billion of ACC Securities.**

987. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations concerning the Rigas Family's purchases of ACC securities; otherwise, BofA denies the remaining allegations in Paragraph 987.

988. Paragraph 988 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies knowledge that any securities purchases violated the Rigas Family's fiduciary duties or existing indenture or credit agreements

or other applicable law, and otherwise denies knowledge or information to form a belief as to the truth of the remaining allegations in Paragraph 988.

989. BofA denies the allegations in Paragraph 989.

**b. Adelphia's Payment of Approximately \$351 Million of Margin Loans on Behalf of the Rigas Family.**

990. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 990.

991. BofA denies the allegations in Paragraph 991 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

992. BofA denies knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 992.

993. Paragraph 993 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 993 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations, except that it admits that at certain times when it was an agent bank in one or more of the credit facilities, it was also a lender on a margin loan to an affiliate of the Rigas Family.

994. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 994.

995. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 995.

**c. The Rigas Family's Purchase of \$710 Million of Cable Systems.**

996. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 996.

997. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 997.

**d. Other Uses by the Rigas Family of Funds From the Co-Borrowing Facilities.**

998. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 998.

999. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 999.

1000. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1000.

1001. BofA denies the allegations in Paragraph 1001, except denies knowledge or information sufficient to form a belief as to the truth of the allegations concerning the knowledge of others.

1002. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1002.

1003. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1003, except BofA denies that Adelphia received no benefits from the Co-Borrowing Facilities.

**5. The Rigas Family's Fraudulent Use of the Century-TCI Non-Co-Borrowing Facility.**

1004. Paragraph 1004 purports to assert legal conclusions for which no responses is necessary. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1004.

1005. BofA denies the allegations in Paragraph 1005 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1005.

1006. BofA denies the allegations in Paragraph 1006 as they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1006.

**C. The Rigas Family Concealed From Creditors Other Than Defendants the True Amount Outstanding Under the Co-Borrowing Facilities.**

1007. BofA denies the allegations in Paragraph 1007 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1007.

**1. Adelphia Simply Omitted the RFE Uses of the Co-Borrowing Facilities and Other Amounts From Its Balance Sheets.**

1008. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1008, except admits that ACC had indirect subsidiaries that had publicly-traded debt securities.

1009. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1009.

1010. BofA denies the allegations in Paragraph 1010 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1010.

**2. The Fraudulent Use of the CMS.**

1011. BofA denies the allegations in Paragraph 1011 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1011.

1012. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1012.

1013. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1013.

1014. BofA denies the allegations in Paragraph 1014 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1014.

1015. BofA denies the allegations in Paragraph 1015 to the extent they pertain to it, that the Rigas Family misappropriated over \$3.4 billion from the Co-Borrowing Facilities, and that Wachovia shared knowledge of any wrongdoing concerning Adelphia's CMS; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1015.

**3. The Rigas Family Created the False Appearance of “Deleveraging”.**

1016. BofA denies the allegations in Paragraph 1016 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1016.

1017. BofA denies the allegations in Paragraph 1017.

1018. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1018.

1019. BofA denies the allegations in Paragraph 1019.

1020. BofA denies the allegations in Paragraph 1020.

1021. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1021.

1022. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1022.

1023. BofA denies the allegations in Paragraph 1023 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1023, except BofA admits that Adelphia filed public forms 10-K and 10-Q with the SEC and refers to the terms of such documents for complete and accurate descriptions of their terms and disclosures.



**D. Defendants Knew of or Consciously Avoided Knowledge of the Fraud.**

**1. The Rigas Family Specifically Informed Defendants of Their Fraudulent Activities.**

1024. BofA denies the allegations in Paragraph 1024 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1024.

1025. BofA denies the allegations in Paragraph 1025 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1025.

**2. Defendants Knew That the Rigas Family Concealed Adelphia's Co-Borrowing Debt.**

1026. BofA denies the allegations in Paragraph 1026 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1026, except BofA admits that it received compliance certificates from the borrowers under various credit agreements to which it was a party.

1027. BofA denies the allegations in Paragraph 1027 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1027.

1028. BofA denies the allegations in Paragraph 1028 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1028, and refers to the public filings referenced therein for a complete and accurate description of their terms.

1029. BofA denies the allegations in Paragraph 1029 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1029.

1030. BofA denies the allegations in Paragraph 1030 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1030, except BofA refers to the public filings referenced therein for a complete and accurate description of its disclosures.

1031. BofA denies the allegations in Paragraph 1031 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1031.

**3. Defendants Knew That the Rigas Family Was Using the CMS to Facilitate the Fraud.**

1032. BofA denies the allegations in Paragraph 1032 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1032.

1033. BofA admits that on July 3, 2000, there was a \$145 million draw under the CCH Co-Borrowing Facility and that the money was transferred as directed by the borrower; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1033.

1034. BofA denies the allegations in Paragraph 1034 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1034.

1035. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1035.

**4. Defendants Knew That the Proceeds of the Non-Co-Borrowing Facilities Were Used for Fraudulent Purposes.**

1036. BofA denies the allegations in Paragraph 1036 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1036.

**E. Many Defendants Assisted in, or Consciously Ignored, the Rigas Family's Fraud to Benefit Themselves.**

**1. The Unity of Interest Between Each Agent Bank and Its Affiliated Investment Bank.**

1037. BofA admits that it is affiliated with BAS and that BAS provided services to Adelphia; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1037.

1038. BofA denies the allegations in Paragraph 1038 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1038.

1039. BofA denies the allegations in Paragraph 1039 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1039 and refers to the terms of the documents referenced therein for a complete and accurate description of their terms.

1040. BofA denies the allegations in Paragraph 1040 to the extent they are directed to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of

the remaining allegations, except refers to the document referenced therein for a complete and accurate statement of its contents.

1041. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1041.

1042. BofA denies the allegations in Paragraph 1042 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1042.

**2. The Agent Banks' and Investment Banks' Close Relationship With Adelphia and the Rigas Family.**

1043. BofA admits that ACC became publicly traded in 1986 and admits that it or its predecessors had a lender-borrower relationship prior to the first Co-Borrowing Facility; otherwise BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1043.

1044. BofA admits that it and its predecessors had a banking relationship with ACC, the Rigas Family, and certain of their affiliated entities but otherwise denies the allegations as they pertain to it and denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1044.

1045. BofA admits that it participated in the following: Chelsea Communications Financing, Adelphia Cable Partners, Parnassos, Harron, UCA/HHC, Century-TCI, CCH, CCH Add-on, Olympus, and the Arahova Bridge Loan. BofA otherwise denies the allegations of Paragraph 1045 as they pertain to it, and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1045.

1046. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1046.

1047. BofA denies the allegations in Paragraph 1047 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1047.

1048. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1048, except BofA admits that it participated in a bridge loan known as the Arahova Bridge Loan.

1049. BofA denies the allegations in Paragraph 1049 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1049.

1050. BofA denies the allegations in Paragraph 1050 insofar as they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1051. BofA denies the allegations in Paragraph 1051 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1051.

1052. BofA denies the allegations in Paragraph 1052 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1052.

1053. BofA denies the allegations in Paragraph 1053 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1053.

1054. BofA denies the allegations in Paragraph 1054 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1054.

1055. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1055.

1056. BofA denies the allegations in Paragraph 1056 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1056, except BofA refers to the February 17, 2000, letter referenced therein for a complete and accurate description of its terms.

**F. Defendants Rewarded the Rigas Family With Extensive Margin Loans.**

1057. BofA denies the allegations in Paragraph 1057 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1057.

1058. BofA denies the allegations in Paragraph 1058 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1058.

**G. The Investment Banks' Fraudulent Solicitation of Adelphia's Notes.**

1059. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1059.

1060. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1060, except admits that BAS was an underwriter in certain Adelphia securities offerings.

1061. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1061.

1062. BofA denies the allegations in Paragraph 1062 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1062.

1063. Paragraph 1063 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1063 to the extent they pertain to it, except admits that the Co-Borrowing Facilities were structurally senior to Adelphia's debt securities. Otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

**H. The Fraud Is Disclosed.**

1064. BofA admits that on March 27, 2002, a member of the Rigas Family made an announcement concerning debt, that the amount was later increased, and that Adelphia failed to file an annual report on April 1, 2002, and refers to the co-borrowing facilities and SEC filings referenced in Paragraph 1064 for a complete and accurate statement of their terms, and otherwise

denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1065. BofA denies the allegations in Paragraph 1065 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1065.

1066. BofA denies the allegations in Paragraph 1066 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1066.

**I. The Inevitable Result of the Fraud: Adelphia Files Chapter 11.**

1067. BofA admits that on June 25, 2002, ACC and certain of its subsidiaries filed petitions pursuant to Chapter 11 of the Bankruptcy Code and denies the remaining allegations in Paragraph 1067.

1068. BofA refers to the terms of the order referenced in Paragraph 1068 for a complete and accurate description of its contents, admits that during the course of the bankruptcy proceeding, Adelphia made certain adequate protection payments on its secured debt, and otherwise denies the remaining allegations in Paragraph 1068.

**J. Indictment of the Rigas Family.**

1069. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1069.

1070. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1070.



1071. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1071.

**K. Litigation Against the Rigas Family and the Plan of Reorganization.**

1072. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1072.

1073. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1073, except that BofA refers to the terms of the settlement agreements referenced therein for a complete and accurate description of their contents.

1074. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1074, except that BofA refers to the terms of the settlement agreements referenced therein for a complete and accurate description of their contents.

1075. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1075, except that BofA refers to the terms of the settlement agreements referenced therein for a complete and accurate description of their contents.

1076. Paragraph 1076 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the Plan of Reorganization referenced therein for a complete and accurate description of its contents.

1077. Paragraph 1077 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the settlement agreements and plan of reorganization for a complete and accurate description of their contents.

1078. Paragraph 1078 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the Plan of Reorganization referenced therein for a complete and accurate description of its contents.

**FIRST CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the UCA/HHC Co-Borrowing Lenders)**

1079. No response is necessary to Paragraph 1079.

1080. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1080, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1081. BofA denies the allegations in Paragraph 1081, except admits that certain liens and security interests were granted in connection with this credit facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.

1082. BofA denies the allegations in Paragraph 1082 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1082.

1083. Paragraph 1083 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1083.

1084. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1084.

1085. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1085.

1086. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1086.

1087. BofA denies the allegations of Paragraph 1087 to the extent they pertain to it and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1088. BofA denies the allegations in Paragraph 1088.

1089. BofA denies the allegations in Paragraph 1089.

#### **SECOND CLAIM FOR RELIEF**

#### **(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the UCA/HHC Co-Borrowing Lenders)**

1090. No response is necessary to Paragraph 1090.

1091. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1091, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1092. BofA denies the allegations in Paragraph 1092, except admits that certain liens and security interests were granted in connection with this credit facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.

1093. BofA denies the allegations in Paragraph 1093 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1093.

1094. Paragraph 1094 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1094.

1095. BofA denies the allegations in Paragraph 1095.

1096. BofA denies the allegations in Paragraph 1096 and refers to the terms of the credit agreement referenced in the second and third sentences for a complete and accurate description of its contents.

1097. BofA denies the allegations in Paragraph 1097.

1098. BofA denies the allegations in Paragraph 1098.

1099. BofA denies the allegations in Paragraph 1099.

### **THIRD CLAIM FOR RELIEF**

#### **(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B), 550 and 551 Against the UCA/HHC Co-Borrowing Lenders)**

1100. No response is necessary to Paragraph 1100.

1101. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1101, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1102. BofA denies the allegations in Paragraph 1102, except admits that certain liens and security interests were granted in connection with this credit facility and refers to the terms

of the credit agreement and related loan documents for a complete and accurate description of their contents.

1103. BofA denies the allegations in Paragraph 1103.

1104. Paragraph 1104 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1104.

1105. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1105.

1106. BofA denies the allegations of Paragraph 1106 and refers to the terms of the credit agreement referenced in the first and second sentences for a complete and accurate description of its contents.

1107. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1107.

1108. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1108.

1109. BofA denies the allegations in Paragraph 1109.

1110. BofA denies the allegations in Paragraph 1110.

1111. Paragraph 1111 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1111.

1112. BofA denies the allegations in Paragraph 1112.

**FOURTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B), 550 and 551 Against the UCA/HHC Co-Borrowing Lenders)**

1113. No response is necessary to Paragraph 1113.

1114. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1114, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1115. BofA denies the allegations in Paragraph 1115, except admits that certain liens and security interests were granted in connection with this credit facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.

1116. Paragraph 1116 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1116.

1117. BofA denies the allegations in Paragraph 1117.

1118. BofA denies the allegations in Paragraph 1118 to the extent they pertain to it and refers to the terms of the credit agreement referenced in the second and third sentences for a complete and accurate description of its contents. BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1118.

1119. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1119.

1120. BofA denies the allegations in Paragraph 1120.

1121. BofA denies the allegations in Paragraph 1121.

1122. Paragraph 1122 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1122.

1123. BofA denies the allegations in Paragraph 1123.

**FIFTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the CCH Co-Borrowing Lenders)**

1124. No response is necessary to Paragraph 1124.

1125. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1125, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1126. BofA denies the allegations in Paragraph 1126, except admits that certain liens and security interests were granted in connection with this credit facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.

1127. BofA denies the allegations in Paragraph 1127 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1127.

1128. Paragraph 1128 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1128.

1129. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1129.

1130. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1130.

1131. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1131.

1132. BofA denies the allegations of Paragraph 1132 to the extent they pertain to it and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1133. BofA denies the allegations in Paragraph 1133.

1134. BofA denies the allegations in Paragraph 1134.

#### **SIXTH CLAIM FOR RELIEF**

#### **(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the CCH Co-Borrowing Lenders)**

1135. No response is necessary to Paragraph 1135.

1136. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1136, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1137. BofA denies the allegations in Paragraph 1137, except admits that certain liens and security interests were granted in connection with this credit facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.



1138. BofA denies the allegations in Paragraph 1138 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1138.

1139. Paragraph 1139 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1139.

1140. BofA denies the allegations in Paragraph 1140.

1141. BofA denies the allegations in Paragraph 1141 and refers to the terms of the credit agreement referenced in the second and third sentences for a complete and accurate description of its contents.

1142. BofA denies the allegations in Paragraph 1142.

1143. BofA denies the allegations in Paragraph 1143.

1144. BofA denies the allegations in Paragraph 1144.

#### **SEVENTH CLAIM FOR RELIEF**

#### **(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B), 550 and 551 Against the CCH Co-Borrowing Lenders)**

1145. No response is necessary to Paragraph 1145.

1146. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1146, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1147. BofA denies the allegations in Paragraph 1147, except admits that certain liens and security interests were granted in connection with this credit facility and refers to the terms

of the credit agreement and related loan documents for a complete and accurate description of their contents.

1148. BofA denies the allegations in Paragraph 1148.

1149. Paragraph 1149 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1149.

1150. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1150.

1151. BofA denies the allegations of Paragraph 1151 and refers to the terms of the credit agreement referenced in the first and second sentences for a complete and accurate description of its contents.

1152. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1152.

1153. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1153.

1154. BofA denies the allegations in Paragraph 1154.

1155. BofA denies the allegations in Paragraph 1155.

1156. Paragraph 1156 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1156.

1157. BofA denies the allegations in Paragraph 1157.

**EIGHTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B), 550 and 551 Against the CCH Co-Borrowing Lenders)**

1158. No response is necessary to Paragraph 1158.

1159. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1159, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1160. BofA denies the allegations in Paragraph 1160, except admits that certain liens and security interests were granted in connection with this credit facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.

1161. Paragraph 1161 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1161.

1162. BofA denies the allegations in Paragraph 1162.

1163. BofA denies the allegations in Paragraph 1163 and refers to the terms of the credit agreement referenced in the second and third sentences for a complete and accurate description of its contents.

1164. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1164.

1165. BofA denies the allegations in Paragraph 1165.

1166. BofA denies the allegations in Paragraph 1166.

1167. Paragraph 1167 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1167.

1168. BofA denies the allegations in Paragraph 1168.

**NINTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the Olympus Co-Borrowing Lenders)**

1169. No response is necessary to Paragraph 1169.

1170. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1170, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1171. BofA denies the allegations in Paragraph 1171, except admits that certain liens and security interests were granted in connection with this credit facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.

1172. BofA denies the allegations in Paragraph 1172 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1172.

1173. Paragraph 1173 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1173.

1174. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1174.

1175. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1175.

1176. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1176.

1177. BofA denies the allegations of Paragraph 1177 to the extent they pertain to it and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1178. BofA denies the allegations in Paragraph 1178.

1179. BofA denies the allegations in Paragraph 1179.

#### **TENTH CLAIM FOR RELIEF**

#### **(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the Olympus Co-Borrowing Lenders)**

1180. No response is necessary to Paragraph 1180.

1181. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1181, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1182. BofA denies the allegations in Paragraph 1182, except admits that certain liens and security interests were granted in connection with this credit facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.

1183. BofA denies the allegations in Paragraph 1183 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1183.

1184. Paragraph 1184 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1184.

1185. BofA denies the allegations in Paragraph 1185.

1186. BofA denies the allegations in Paragraph 1186 and refers to the terms of the credit agreement referenced in the second and third sentences for a complete and accurate description of its contents.

1187. BofA denies the allegations in Paragraph 1187.

1188. BofA denies the allegations in Paragraph 1188.

1189. BofA denies the allegations in Paragraph 1189.

#### **ELEVENTH CLAIM FOR RELIEF**

#### **(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B), 550 and 551 Against the Olympus Co-Borrowing Lenders)**

1190. No response is necessary to Paragraph 1190.

1191. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1191, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1192. BofA denies the allegations in Paragraph 1192, except admits that certain liens and security interests were granted in connection with this credit facility and refers to the terms

of the credit agreement and related loan documents for a complete and accurate description of their contents.

1193. BofA denies the allegations in Paragraph 1193.

1194. Paragraph 1194 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1194.

1195. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1195.

1196. BofA denies the allegations of Paragraph 1196 and refers to the terms of the credit agreement referenced in the first and second sentences for a complete and accurate description of its contents.

1197. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1197.

1198. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1198.

1199. BofA denies the allegations in Paragraph 1199.

1200. BofA denies the allegations in Paragraph 1200.

1201. Paragraph 1201 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1201.

1202. BofA denies the allegations in Paragraph 1202.

**TWELFTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B), 550 and 551 Against the Olympus Co-Borrowing Lenders)**

1203. No response is necessary to Paragraph 1203.

1204. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1204, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1205. BofA denies the allegations in Paragraph 1205, except admits that certain liens and security interests were granted in connection with this credit facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.

1206. Paragraph 1206 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1206.

1207. BofA denies the allegations in Paragraph 1207.

1208. BofA denies the allegations in Paragraph 1208 and refers to the terms of the credit agreement referenced in the second and third sentences for a complete and accurate description of its contents.

1209. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1209.

1210. BofA denies the allegations in Paragraph 1210.

1211. BofA denies the allegations in Paragraph 1211.



1212. Paragraph 1212 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1167.

1213. BofA denies the allegations in Paragraph 1213.

**THIRTEENTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the Century-TCI Lenders)**

1214. No response is necessary to Paragraph 1214.

1215. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1215, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1216. BofA denies the allegations in Paragraph 1216, except admits that certain security interests were granted in connection with this facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.

1217. BofA denies the allegations in Paragraph 1217 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1217.

1218. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1218.

1219. BofA denies the allegations in Paragraph 1219 to the extent they pertain to it and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1219.

1220. Paragraph 1220 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1220.

1221. BofA denies the allegations in Paragraph 1221.

**FOURTEENTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548, 550 and 551 Against the Century-TCI Lenders)**

1222. No response is necessary to Paragraph 1222.

1223. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1223, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1224. BofA denies the allegations in Paragraph 1224, except admits that certain security interests were granted in connection with this facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.

1225. BofA denies the allegations in Paragraph 1225 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1225.

1226. BofA denies the allegations in Paragraph 1226.

1227. Paragraph 1227 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1227.

1228. BofA denies the allegations in Paragraph 1228.

1229. BofA denies the allegations in Paragraph 1229.

1230. BofA denies the allegations in Paragraph 1230.

**FIFTEENTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B), 550 and 551 Against the Century-TCI Lenders)**

1231. No response is necessary to Paragraph 1231.

1232. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1232, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1233. BofA denies the allegations in Paragraph 1233, except admits that certain security interests were granted in connection with this facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.

1234. BofA denies the allegations in Paragraph 1234, except denies knowledge or information sufficient to form a belief as to the truth of the allegations concerning the Century-TCI Prestige Transfer.

1235. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1235.

1236. BofA denies the allegations in Paragraph 1236 to the extent they pertain to it and denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1236.

1237. Paragraph 1237 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1237.

1238. BofA denies the allegations in Paragraph 1238.

1239. Paragraph 1239 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1239.

1240. BofA denies the allegations in Paragraph 1240.

**SIXTEENTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B), 550 and 551 Against the Century-TCI Lenders)**

1241. No response is necessary to Paragraph 1241.

1242. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1242, except admits from time to time, various amounts were borrowed and outstanding under this credit facility.

1243. BofA denies the allegations in Paragraph 1243, except admits that certain security interests were granted in connection with this facility and refers to the terms of the credit agreement and related loan documents for a complete and accurate description of their contents.

1244. BofA denies the allegations in Paragraph 1244 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1244.

1245. BofA denies the allegations in Paragraph 1245.

1246. BofA denies the allegations in Paragraph 1246.

1247. Paragraph 1247 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1227.

1248. BofA denies the allegations in Paragraph 1248.

1249. Paragraph 1249 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies the allegations in Paragraph 1249.

1250. BofA denies the allegations in Paragraph 1250.

**SEVENTEENTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B) and 550 Against Fleet)**

1251-1260. Pursuant to the Stipulation and Order dated December 13, 2007, Plaintiffs have stipulated that Fleet is not required to respond in any way at this time to the Seventeenth Claim for Relief.

**EIGHTEENTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B) and 550 Against Fleet)**

1261-1267. Pursuant to the Stipulation and Order dated December 13, 2007, Plaintiffs have stipulated that Fleet is not required to respond in any way at this time to the Eighteenth Claim for Relief.

**NINETEENTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548 and 550 Against Fleet)**

1268-1274. Pursuant to the Stipulation and Order dated December 13, 2007, Plaintiffs have stipulated that Fleet is not required to respond in any way at this time to the Nineteenth Claim for Relief.

**TWENTIETH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548 and 550 Against Fleet)**

1275-1280. Pursuant to the Stipulation and Order dated December 13, 2007, Plaintiffs have stipulated that Fleet is not required to respond in any way at this time to the Twentieth Claim for Relief.

**TWENTY-FIRST CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B) and 550 Against HSBC)**

1281-1290. Claim 21 is not asserted against BofA; therefore, no response is necessary to paragraphs 1281-1290.

**TWENTY-SECOND CLAIM FOR RELIEF**

**(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B) and 550 Against HSBC)**

1291-1297. Claim 22 is not asserted against BofA; therefore, no response is necessary to paragraphs 1291-1297.

**TWENTY-THIRD CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B) and 550 Against Key Bank)**

1298-1307. Claim 23 is not asserted against BofA; therefore, no response is necessary to paragraphs 1298-1307.

**TWENTY-FOURTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B) and 550 Against Key Bank)**

1308-1314. Claim 24 is not asserted against BofA; therefore, no response is necessary to paragraphs 1308-1314.

**TWENTY-FIFTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B) and 550 Against BNS)**

1315-1322. Claim 25 is not asserted against BofA; therefore, no response is necessary to paragraphs 1315-1322.

**TWENTY-SIXTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B) and 550 Against BNS)**

1323-1329. Claim 26 is not asserted against BofA; therefore, no response is necessary to paragraphs 1323-1329.

**TWENTY-SEVENTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548 and 550 Against BNS)**

1330-1335. Claim 27 is not asserted against BofA; therefore, no response is necessary to paragraphs 1330-1335.

**TWENTY-EIGHTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548 and 550 Against BNS)**

1336-1341. Claim 28 is not asserted against BofA; therefore, no response is necessary to paragraphs 1336-1341.

**TWENTY-NINTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B) and 550 Against CIBC)**

1342-1349. Claim 29 is not asserted against BofA; therefore, no response is necessary to paragraphs 1342-1349.

**THIRTIETH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Constructively Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 544(B) and 550 Against CIBC)**

1350-1356. Claim 30 is not asserted against BofA; therefore, no response is necessary to paragraphs 1350-1356.

**THIRTY-FIRST CLAIM FOR RELIEF**

**(Avoidance and Recovery of Intentionally Fraudulent Obligations and Transfers Under 11 U.S.C. §§ 548 and 550 Against the Margin Lenders)**

1357. No response is necessary to Paragraph 1357.

1358. BofA admits that it made a secured margin loan to an RFE and refers to the margin loan agreement for a complete and accurate description of its contents; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1358.

1359. BofA admits that it received the payments described in Paragraph 1359; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1359.

1360. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1360.



1361. BofA denies the allegations in Paragraph 1361 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1361.

1362. BofA denies the allegations in Paragraph 1362.

**THIRTY-SECOND CLAIM FOR RELIEF**  
**(Violation of the Bank Holding Company Act Against the Agent Banks and the Investment Banks)**

1363. No response is necessary to Paragraph 1363.

1364. BofA admits the allegations in Paragraph 1364 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1364.

1365. BofA admits the allegations in Paragraph 1365 to the extent they pertain to it, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1366. BofA admits that it is affiliated with BAS and they are subsidiaries of the same holding company. BofA denies that it “acted in concert” with BAS to engage in any wrongful conduct in their dealings with Adelphia and otherwise denies the allegations of Paragraph 1366 to the extent they pertain to it. Otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1366.

1367. BofA denies the allegations in Paragraph 1367 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1367.

1368. BofA denies the allegations in Paragraph 1368.

1369. BofA denies the allegations in Paragraph 1369.

**THIRTY-THIRD CLAIM FOR RELIEF**

**(Equitable Disallowance of Defendants' Claims or, Alternatively, Equitable Subordination  
Under 11 U.S.C. § 510(c) Against All Defendants)**

**THE EQUITABLE DISALLOWANCE PORTION OF CLAIM 33 IS SUBJECT TO BANK OF AMERICA'S APPEAL OF THE DECISION OF THE BANKRUPTCY COURT RELATING TO ITS MOTION TO DISMISS PLAINTIFFS' ORIGINAL COMPLAINT AND IS CURRENTLY PENDING BEFORE THIS COURT. IN AN EFFORT TO AVOID ANY UNNECESSARY DELAY, BOFA SUBMITS THE FOLLOWING RESPONSES TO CLAIM 33, EXPRESSLY SUBJECT TO ITS PENDING APPEAL.**

1370. No response is necessary to Paragraph 1370.

1371. BofA denies the allegations in Paragraph 1371 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1371.

1372. BofA denies the allegations in Paragraph 1372 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1372.

1373. BofA denies the allegations in Paragraph 1373 to the extent they pertain to it, except admits that it conducted diligence and obtained compliance certificates from the borrowers on the Co-Borrowing Facilities and in certain instances forwarded such certificates to other lenders, and refers to such documents for a complete and accurate description of their contents. BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1374. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1374.

1375. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1375.

1376. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1376.

1377. BofA denies the allegations in Paragraph 1377 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1377.

1378. BofA denies the allegations in Paragraph 1378 to the extent they pertain to it, except admits that the Co-Borrowing Facilities were syndicated; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1378.

1379. BofA denies the allegations in Paragraph 1379 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1379.

1380. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1380.

1381. BofA denies the allegations in Paragraph 1381 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1381.

1382. BofA denies the allegations in Paragraph 1382; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1382.

1383. BofA denies the allegations in Paragraph 1383 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1383.

1384. BofA denies the allegations in Paragraph 1384.

1385. BofA denies the allegations in Paragraph 1385.

1386. BofA denies the allegations in Paragraph 1386.

1387. BofA denies the allegations of Paragraph 1387.

1388. BofA denies that Plaintiffs are entitled to the relief requested in Paragraph 1388; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1388.

1389. BofA denies the allegations in Paragraph 1389.

1390. BofA denies the allegations in Paragraph 1390.

**THIRTY-FOURTH CLAIM FOR RELIEF**

**(Recharacterization of Debt As Equity Against the Co-Borrowing Lenders)**

**[PRESERVED CLAIM – THIS CLAIM WAS DISMISSED PURSUANT TO THE DECISION AND ORDER DATED JUNE 11, 2007, ISSUED BY UNITED STATES BANKRUPTCY JUDGE ROBERT E. GERBER AND HAS BEEN INCLUDED IN THIS AMENDED COMPLAINT TO PRESERVE THE CLAIM FOR APPEAL]**

1391-1396. Claim 34 has been dismissed pursuant to the Decision Order dated June 11, 2007, issued by the United States Bankruptcy Court. Therefore, BofA is not required to respond to paragraphs 1391-1396.

**THIRTY-FIFTH CLAIM FOR RELIEF**

**(Recharacterization of Debt As Equity Against the Century-TCI Lenders)**

**[PRESERVED CLAIM – THIS CLAIM WAS DISMISSED PURSUANT TO THE DECISION AND ORDER DATED JUNE 11, 2007, ISSUED BY UNITED STATES BANKRUPTCY JUDGE ROBERT E. GERBER AND HAS BEEN INCLUDED IN THIS AMENDED COMPLAINT TO PRESERVE THE CLAIM FOR APPEAL]**

1397-1406. Claim 35 has been dismissed pursuant to the Decision Order dated June 11, 2007, issued by the United States Bankruptcy Court. Therefore, BofA is not required to respond to paragraphs 1397-1403.

**THIRTY-SIXTH CLAIM FOR RELIEF**

**(Breach of Fiduciary Duty Against the Agent Banks and the Investment Banks)**

**[PRESERVED CLAIM – THIS CLAIM WAS DISMISSED IN PART AS TO CERTAIN DEFENDANTS PURSUANT TO THE DECISION AND ORDER DATED JUNE 11, 2007, ISSUED BY UNITED STATES BANKRUPTCY JUDGE ROBERT E. GERBER AND HAS BEEN INCLUDED IN THIS AMENDED COMPLAINT AS TO THOSE DEFENDANTS TO PRESERVE THE CLAIM FOR APPEAL]**

1404-1412. Claim 36 has been dismissed pursuant to the Decision Order dated June 11, 2007, issued by the United States Bankruptcy Court. Therefore, BofA is not required to respond to paragraphs 1404-1412.

**THIRTY-SEVENTH CLAIM FOR RELIEF**

**(Aiding and Abetting Breach of Fiduciary Duty Against the Agent Banks and the Investment Banks)**

**CLAIM 37 IS SUBJECT TO BANK OF AMERICA'S APPEAL OF THE DECISION OF THE BANKRUPTCY COURT RELATING TO ITS MOTION TO DISMISS PLAINTIFFS' ORIGINAL COMPLAINT AND ITS MOTION TO DISMISS PURSUANT TO FED.R.CIV.P. 12. IN AN EFFORT TO AVOID ANY UNNECESSARY DELAY, BOFA SUBMITS THE FOLLOWING RESPONSES TO CLAIM 37, EXPRESSLY SUBJECT TO ITS APPEAL AND MOTION TO DISMISS SUCH CLAIM.**

1413. No response is necessary to Paragraph 1413.

1414. Paragraph 1414 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1414.

1415. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1415.

1416. BofA denies the allegations in Paragraph 1416 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1416.

1417. BofA denies that the Rigas Family, Brown and Mulcahey acted in a manner that was completely adverse to the interests of Adelphia; BofA denies the allegations in Paragraph 1417 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1417.

1418. BofA denies the allegations in Paragraph 1418 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1418.

1419. BofA denies the allegations in Paragraph 1419.

1420. BofA denies the allegations in Paragraph 1420.

**THIRTY-EIGHTH CLAIM FOR RELIEF**

**(Aiding and Abetting Fraud Against the Agent Banks and the Investment Banks)**

**CLAIM 38 IS SUBJECT TO BANK OF AMERICA'S MOTION TO DISMISS PURSUANT TO FED.R.CIV.P. 12. IN AN EFFORT TO AVOID ANY UNNECESSARY DELAY, BOFA SUBMITS THE FOLLOWING RESPONSES TO CLAIM 38, EXPRESSLY SUBJECT TO ITS MOTION TO DISMISS SUCH CLAIM.**

1421. No response is necessary to Paragraph 1421.

1422. BofA denies that the Co-Borrowing Facilities were fraudulently structured and that they provided no benefits to Adelphia and denies the final sentence of Paragraph 1422; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1422.

1423. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1423, except denies that \$3.4 billion of co-borrowed funds was used for the sole benefit of the Rigas Family.

1424. BofA denies the allegations in Paragraph 1424 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1425. BofA denies the allegations in Paragraph 1425.

1426. BofA denies the allegations in Paragraph 1426 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1427. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1427, except denies the Rigas Family, Brown and Mulcahey acted completely adverse to the interests of Adelpia.

1428. BofA denies the allegations in Paragraph 1428 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1429. BofA denies the allegations in Paragraph 1429 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1430. BofA denies the allegations in Paragraph 1430 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1431. BofA denies the allegations in Paragraph 1431 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1432. BofA denies the allegations in Paragraph 1432 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1433. BofA denies the allegations in Paragraph 1433.



**THIRTY-NINTH CLAIM FOR RELIEF**

**(Gross Negligence Against the Agent Banks)**

**[PRESERVED CLAIM – THIS CLAIM WAS DISMISSED PURSUANT TO THE DECISION AND ORDER DATED JUNE 11, 2007, ISSUED BY UNITED STATES BANKRUPTCY JUDGE ROBERT E. GERBER AND HAS BEEN INCLUDED IN THIS AMENDED COMPLAINT TO PRESERVE THE CLAIM FOR APPEAL]**

1434-1442. Claim 39 has been dismissed pursuant to the Decision Order dated June 11, 2007, issued by the United States Bankruptcy Court. Therefore, BofA is not required to respond to paragraphs 1434-1442.

**FORTIETH CLAIM FOR RELIEF**

**(Gross Negligence Against the Investment Banks)**

**[PRESERVED CLAIM – THIS CLAIM WAS DISMISSED IN PART AS TO CERTAIN DEFENDANTS PURSUANT TO THE DECISION AND ORDER DATED JUNE 11, 2007, ISSUED BY UNITED STATES BANKRUPTCY JUDGE ROBERT E. GERBER AND HAS BEEN INCLUDED IN THIS AMENDED COMPLAINT AS TO THOSE DEFENDANTS TO PRESERVE THE CLAIM FOR APPEAL]**

1443-1451. Claim 40 is not asserted against BofA; therefore, no response is necessary to paragraphs 1443-1451.

**FORTY-FIRST CLAIM FOR RELIEF**

**(Declaratory Judgment Against the CCH Co-Borrowing Lenders)**

1452. No response is necessary to Paragraph 1452.

1453. Paragraph 1453 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its provisions.

1454. Paragraph 1454 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement

referenced therein for a complete and accurate description of its provisions. BofA admits it was a party to the CCH Credit Agreement.

1455. BofA denies the allegations in Paragraph 1455.

1456. BofA denies the allegations in Paragraph 1456.

1457. BofA denies the allegations in Paragraph 1457.

**FORTY-SECOND CLAIM FOR RELIEF**  
**(Declaratory Judgment Against the Olympus Co-Borrowing Lenders)**

1458. No response is necessary to Paragraph 1458.

1459. Paragraph 1459 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its provisions.

1460. Paragraph 1460 purports to assert legal conclusions for which no response is necessary. To the extent an answer is required, BofA refers to the terms of the credit agreement referenced therein for a complete and accurate description of its provisions. BofA admits it was a party to the Olympus Credit Agreement.

1461. BofA denies the allegations in Paragraph 1461.

1462. BofA denies the allegations in Paragraph 1462.

1463. BofA denies the allegations in Paragraph 1463.

**FORTY-THIRD CLAIM FOR RELIEF**

**(Avoidance and Recovery of Voidable Preferences Under 11 U.S.C. §§ 547 and 550 Against the Century-TCI Lenders)**

1464. No response is necessary to Paragraph 1464.

1465. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1465.

1466. Paragraph 1466 purports to assert legal conclusions for which no response is required. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1466.

1467. BofA denies the allegations in Paragraph 1467.

1468. BofA denies the allegations in Paragraph 1468.

1469. BofA denies the allegations in Paragraph 1469.

**FORTY-FOURTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Voidable Preferences Under 11 U.S.C. §§ 547 and 550 Against the Parnassos Lenders)**

1470. No response is necessary to Paragraph 1470.

1471. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1471.

1472. Paragraph 1472 purports to assert legal conclusions for which no response is required. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1472.

1473. BofA denies the allegations in Paragraph 1473.

1474. BofA denies the allegations in Paragraph 1474.

1475. BofA denies the allegations in Paragraph 1475.

**FORTY-FIFTH CLAIM FOR RELIEF**

**(Unjust Enrichment Against the UCA/HHC Lenders)**

**[PRESERVED CLAIM – THIS CLAIM WAS DISMISSED PURSUANT TO THE DECISION AND ORDER DATED JUNE 11, 2007, ISSUED BY UNITED STATES BANKRUPTCY JUDGE ROBERT E. GERBER AND HAS BEEN INCLUDED IN THIS AMENDED COMPLAINT TO PRESERVE THE CLAIM FOR APPEAL]**

1476-1481. Claim 45 has been dismissed pursuant to the Decision Order dated June 11, 2007, issued by the United States Bankruptcy Court. Therefore, BofA is not required to respond to paragraphs 1476-1481.

**FORTY-SIXTH CLAIM FOR RELIEF**

**(Unjust Enrichment Against the CCH Co-Borrowing Lenders)**

**[PRESERVED CLAIM – THIS CLAIM WAS DISMISSED PURSUANT TO THE DECISION AND ORDER DATED JUNE 11, 2007, ISSUED BY UNITED STATES BANKRUPTCY JUDGE ROBERT E. GERBER AND HAS BEEN INCLUDED IN THIS AMENDED COMPLAINT TO PRESERVE THE CLAIM FOR APPEAL]**

1482-1487. Claim 46 has been dismissed pursuant to the Decision Order dated June 11, 2007, issued by the United States Bankruptcy Court. Therefore, BofA is not required to respond to paragraphs 1482-1487.

**FORTY-SEVENTH CLAIM FOR RELIEF**

**(Unjust Enrichment Against the Olympus Lenders)**

**[PRESERVED CLAIM – THIS CLAIM WAS DISMISSED PURSUANT TO THE DECISION AND ORDER DATED JUNE 11, 2007, ISSUED BY UNITED STATES BANKRUPTCY JUDGE ROBERT E. GERBER AND HAS BEEN INCLUDED IN THIS AMENDED COMPLAINT TO PRESERVE THE CLAIM FOR APPEAL]**

1488-1493. Claim 47 has been dismissed pursuant to the Decision Order dated June 11, 2007, issued by the United States Bankruptcy Court. Therefore, BofA is not required to respond to paragraphs 1488-1493.

**FORTY-EIGHTH CLAIM FOR RELIEF**

**(Equitable Estoppel Against the Co-Borrowing Lenders)**

**[PRESERVED CLAIM – THIS CLAIM WAS DISMISSED PURSUANT TO THE DECISION AND ORDER DATED JUNE 11, 2007, ISSUED BY UNITED STATES BANKRUPTCY JUDGE ROBERT E. GERBER AND HAS BEEN INCLUDED IN THIS AMENDED COMPLAINT TO PRESERVE THE CLAIM FOR APPEAL]**

1494-1505. Claim 48 has been dismissed pursuant to the Decision Order dated June 11, 2007, issued by the United States Bankruptcy Court. Therefore, BofA is not required to respond to paragraphs 1494-1505.

**FORTY-NINTH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Voidable Preferences Under 11 U.S.C. §§ 547, 550 and 551 Against the Frontiervision Lenders)**

1506. No response is necessary to Paragraph 1506.

1507. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1507.

1508. Paragraph 1508 purports to assert legal conclusions for which no answer is necessary. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1508.

1509. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1509.

1510. Paragraph 1510 purports to assert legal conclusions for which no response is required. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1510.

1511. BofA denies the allegations in Paragraph 1511.

1512. BofA denies the allegations in Paragraph 1512.

1513. BofA denies the allegations in Paragraph 1513.

**FIFTIETH CLAIM FOR RELIEF**

**(Avoidance and Recovery of Voidable Preferences Under 11 U.S.C. §§ 547 and 550 Against the CCH Lenders)**

1514. No response is necessary to Paragraph 1514.

1515. BofA denies the allegations in Paragraph 1515.

1516. Paragraph 1516 purports to assert legal conclusions for which no response is required. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1516.

1517. BofA denies the allegations in Paragraph 1517.

1518. BofA denies the allegations in Paragraph 1518.

1519. BofA denies the allegations in Paragraph 1519.

**FIFTY-FIRST CLAIM FOR RELIEF**

**(Avoidance and Recovery of Voidable Preferences Under 11 U.S.C. §§ 547, 550 and 551  
Against the Olympus Lenders)**

1520. No response is necessary to Paragraph 1520.

1521. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1521.

1522. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1522.

1523. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1523.

1524. Paragraph 1524 purports to assert legal conclusions for which no response is required. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1524.

1525. BofA denies the allegations in Paragraph 1525.

1526. BofA denies the allegations in Paragraph 1526.

1527. BofA denies the allegations in Paragraph 1527.

**FIFTY-SECOND CLAIM FOR RELIEF**

**(Avoidance and Recovery of Voidable Preferences Under 11 U.S.C. §§ 547, 550 and 551  
Against the UCA/HHC Lenders)**

1528. No response is necessary to Paragraph 1528.

1529. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1529.

1530. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1530.

1531. BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1531.

1532. Paragraph 1532 purports to assert legal conclusions for which no response is required. To the extent an answer is required, BofA denies knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1532.

1533. BofA denies the allegations in Paragraph 1533.

1534. BofA denies the allegations in Paragraph 1534.

1535. BofA denies the allegations in Paragraph 1535.

**FIFTY-THIRD CLAIM FOR RELIEF**

**(Negligence – Against SSB)**

1536-1559. Claim 53 is not asserted against BofA; therefore, no response is necessary to paragraphs 1536-1559.

**FIFTY-FOURTH CLAIM FOR RELIEF**

**(Fraudulent Concealment Against the Investment Banks)**

1560-1570. Claim 54 is not asserted against BofA; therefore, no response is necessary to paragraphs 1560-1570.



**FIFTY-FIFTH CLAIM FOR RELIEF**

**(Fraud Against the Agent Banks and the Investment Banks)**

**CLAIM 55 IS SUBJECT TO BANK OF AMERICA'S MOTION TO DISMISS PURSUANT TO FED.R.CIV.P. 12. IN AN EFFORT TO AVOID ANY UNNECESSARY DELAY, BOFA SUBMITS THE FOLLOWING RESPONSES TO CLAIM 55, EXPRESSLY SUBJECT TO ITS MOTION TO DISMISS SUCH CLAIM.**

1571. No response is necessary to Paragraph 1571.

1572. BofA denies the allegations in Paragraph 1572 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1573. BofA denies the allegations in Paragraph 1573 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1574. BofA denies the allegations in Paragraph 1574 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1575. BofA denies the allegations in Paragraph 1575 to the extent they pertain to it; otherwise, BofA denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

1576. BofA denies the allegations in Paragraph 1576.

**FIFTY-SIXTH CLAIM FOR RELIEF**

**(Aiding and Abetting Breach of Fiduciary Duty Against Fleet, HSBC, and Key Bank)**

**PURSUANT TO A STIPULATION BETWEEN PLAINTIFFS AND BANK OF AMERICA, BofA, ON BEHALF OF FLEET NATIONAL BANK (WHICH IT ACQUIRED BY MERGER) DOES NOT HAVE TO MOVE OR OTHERWISE RESPOND TO CLAIM 56 UNTIL JANUARY 25, 2008.**

1577-1646. No response to Paragraphs 1577-1646 is necessary at this time.

**FIFTY-SEVENTH CLAIM FOR RELIEF**

**(Equitable Disallowance of HSBC's, Fleet's, and Key Bank's Administrative Claims or, Alternatively, Equitable Subordination of Those Claims Under 11 U.S.C. § 510(C))**

**PURSUANT TO A STIPULATION BETWEEN PLAINTIFFS AND BANK OF AMERICA, BofA, ON BEHALF OF FLEET NATIONAL BANK (WHICH IT ACQUIRED BY MERGER) DOES NOT HAVE TO MOVE OR OTHERWISE RESPOND TO CLAIM 57 UNTIL JANUARY 25, 2008.**

1647-1655. No response to Paragraphs 1647-1655 is necessary at this time.

**AFFIRMATIVE AND OTHER DEFENSES**

In asserting the following affirmative and other defenses to Plaintiffs'<sup>3</sup> claims, BofA does not concede that said defenses are necessarily affirmative defenses or that the assertion of such defenses imposes any burden of proof on BofA with respect thereto.<sup>4</sup>

**FIRST AFFIRMATIVE DEFENSE**

The Amended Complaint fails to state a claim upon which relief may be granted.

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<sup>3</sup> Plaintiffs include the Adelpia Recovery Trust, and all beneficiaries thereof, as successors-in-interest to Adelpia Communications Corporation and its affiliated debtors and debtors-in-possession as identified in the Amended Complaint filed in this action.

<sup>4</sup> BofA has not yet completed its investigation and, to the extent that investigation and or/discovery warrant, reserves the right to supplement, amend, or delete any or all of the following affirmative or other defenses prior to any trial of this action.

## **SECOND AFFIRMATIVE DEFENSE**

The Amended Complaint fails to plead fraud with particularity as required by Rule 9(b) of the Federal Rules of Civil Procedure and fails to set forth facts which actively and plausibly suggest BofA's violation of law as required by Rule 8(a) of the Federal Rules of Civil Procedure.<sup>5</sup>

## **THIRD AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are subject to the "Defensive Claims," as defined in Adelphia's First Modified Fifth Amended Plan of Reorganization, as confirmed by the United States Bankruptcy Court for the Southern District of New York on January 5, 2007 (the "Plan of Reorganization").

## **FOURTH AFFIRMATIVE DEFENSE**

The "Dismissed Bank Actions" provisions of the Plan of Reorganization constitute a release of indemnifiable claims.

## **FIFTH AFFIRMATIVE DEFENSE**

To the extent that Plaintiffs have released other parties from liability, any such release reduces any potential judgment against BofA under applicable law.

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<sup>5</sup> BofA has done its best to answer the allegations in the Amended Complaint. However, the allegations are so lacking in detail as to specific defendants that the Amended Complaint violates Rules 8 and 9 of the Federal Rules of Civil Procedure.

#### **SIXTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred because Plaintiffs have sustained no legally cognizable damage by virtue of any conduct alleged in the Amended Complaint.

#### **SEVENTH AFFIRMATIVE DEFENSE**

Under the principles of contribution and indemnity, persons or entities other than BofA are wholly or partially responsible for the purported damages, if any, plaintiff may have sustained.

#### **EIGHTH AFFIRMATIVE DEFENSE**

In the event of any judgment against BofA, such judgment should be reduced based on the greater of the dollar amount of any and all settlements or each settling or released joint tortfeasor's percentage of responsibility, *pro rata*.

#### **NINTH AFFIRMATIVE DEFENSE**

The Amended Complaint fails to identify which debtor is asserting what claim against which defendant.

#### **TENTH AFFIRMATIVE DEFENSE**

The ultimate beneficiaries of any judgment against BofA have already recovered from other sources.

#### **ELEVENTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, by the one-satisfaction doctrine.

**TWELFTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, by the doctrine of *in pari delicto* and the “sole actor” rule.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Plaintiffs are barred from asserting the claims set forth in the Amended Complaint due to lack of standing.

**FOURTEENTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, by the Plaintiffs’ inequitable conduct and unclean hands.

**FIFTEENTH AFFIRMATIVE DEFENSE**

Plaintiffs are estopped, in whole or in part, from asserting the claims set forth in the Amended Complaint.

**SIXTEENTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, by the doctrine of waiver.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

Reasonably equivalent value, fair value, and/or fair consideration was provided for any transfers.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

Any transfers were made in payment of debts incurred in the ordinary course of business or financial affairs of the relevant Plaintiffs (or their predecessors) and BofA, and were made according to ordinary business terms.

**NINETEENTH AFFIRMATIVE DEFENSE**

Any transfers or obligations were made and received in good faith and for fair value and without knowledge of the voidability of any transfers.

**TWENTIETH AFFIRMATIVE DEFENSE**

Any transfers were made in exchange for subsequent new value.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, by the applicable statute of limitations and/or the equitable doctrine of laches.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, by the economic loss doctrine and/or gist of the action doctrine and because any damages are governed and barred, in whole or in part, by the express terms of the relevant contracts.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, by the merger clause of the relevant contracts.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, by the doctrines of ratification and/or affirmation.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, by the parole evidence rule.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, by the doctrines of *res judicata*, collateral estoppel, and/or issue preclusion.

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, by fraud and/or to the extent that the underlying claims arise out of the conduct of others, including without limitation, the Plaintiffs and/or their predecessors, their current and former officers and directors, and/or the Rigas Family.

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

Without conceding that Plaintiffs have suffered any damages as a result of any purportedly wrongful act of Defendants, Plaintiffs have failed to mitigate their alleged damages as required by law. Any recovery against BofA must be reduced accordingly.

**TWENTY-NINTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, because BofA has performed all of its obligations under the agreements and other relevant documents governing the Co-Borrowing and Non-Co Borrowing Facilities.

**THIRTIETH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the doctrine of set-off, allocation, proportionate responsibility, comparative fault and/or recoupment.

**THIRTY-FIRST AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, because, under the terms of the agreements and other relevant documents governing the Co-Borrowing and Non-Co Borrowing Facilities, BofA had no duty to disclose any facts allegedly not disclosed.

**THIRTY-SECOND AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, because BofA is not responsible in law or in fact for any alleged false or misleading statement or omission of material fact by others on which plaintiffs allegedly relied.

**THIRTY-THIRD AFFIRMATIVE DEFENSE**

Plaintiffs' fraudulent transfer claims brought against BofA under various provisions of the Bankruptcy Code are barred, in whole or in part, by the application of provisions of the Code.



**THIRTY-FOURTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, as a result of the solvency of one or more Plaintiffs.

**THIRTY-FIFTH AFFIRMATIVE DEFENSE**

Plaintiffs' claim for equitable disallowance is barred, in whole or in part, because the Court lacks subject matter jurisdiction to consider this claim.

**THIRTY-SIXTH AFFIRMATIVE DEFENSE**

BofA was not the proximate cause of any damages allegedly suffered by Plaintiffs. Plaintiffs' damages, if any, resulted from the acts or omissions of individuals or entities over whom BofA had no control. The acts of other such individuals or entities constitute intervening, superseding, or sole proximate causes of Plaintiffs' harm, if any.

**THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

The claims asserted in the Amended Complaint are barred, in whole or in part, because Plaintiffs failed to exercise due care with respect to the transactions and in connection with the Co-Borrowing and Non-Co-Borrowing Facilities on which Plaintiffs base such claims.

**THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, to the extent that any creditor of any Plaintiff acquired its claim, in whole or in part, on or after March 27, 2002, or with knowledge of any alleged misconduct or accounting irregularities at Adelphia.

### **THIRTY-NINTH AFFIRMATIVE DEFENSE**

The Amended Complaint fails to allege an adequate basis upon which plaintiffs could recover punitive or exemplary damages, which are also barred by the terms of the agreements and other relevant documents governing the Co-Borrowing and Non-Co-Borrowing Facilities. Further, the punitive damages claimed by Plaintiffs are unconstitutional, arbitrary, unreasonable, excessive, subject to statutory limitations, and violate BofA's rights under the Fifth, Eighth and Fourteenth amendments of the U.S. Constitution, as well as similar provisions of the relevant state constitutions.

### **FORTIETH AFFIRMATIVE DEFENSE**

Pursuant to Fed.R.Civ.P. 9(a), BofA specifically denies that Bank of America Trade and Bank of America Distressed Trade are legal entities, and thus are not liable in the capacity in which they have been sued.

### **FORTY-FIRST AFFIRMATIVE DEFENSE**

BofA specifically denies that Plaintiffs are entitled to have their claims resolved by a jury, as Plaintiffs waived the right to a jury trial in one or more of the agreements governing the Credit Facilities.

### **FORTY-SECOND AFFIRMATIVE DEFENSE**

BofA hereby adopts and incorporates by reference any and all other defenses asserted or to be asserted by any other defendant to the extent BofA may share in such defense.

### **FORTY-THIRD AFFIRMATIVE DEFENSE**

BofA reserves and asserts all affirmative defenses available under any applicable federal or state law, including the Federal Rules of Civil Procedure, and reserves the right to assert other defenses, cross-claims and third-party claims when and if they become appropriate in this action.

WHEREFORE, BofA respectfully requests that the Court enter judgment in favor of BofA:

- (i) Dismissing with prejudice all claims asserted against BofA;
- (ii) Awarding the costs of defending this action, including reasonable attorneys' fees, costs and disbursements; and
- (iii) Granting such other and further relief as this Court may deem just and proper.

### **COUNTERCLAIMS**

Defendant Bank of America, N.A. ("BofA") by its undersigned attorneys, for its counterclaims, states as follows:

### **PARTIES**

1. Counterclaimant BofA is a national banking association.
2. According to its allegations in the Amended Complaint, counterclaim defendant, the Adelpia Recovery Trust, is successor-in-interest to Adelpia Communications Corporation ("ACC") and its affiliated debtors and debtors in possession (collectively, "Adelpia" or the "Counterclaim Defendants") in case numbers 02-12834 (REG) through 02-41957 (REG), 05-44167 (REG), 05-44168 (REG), 05-44170 (REG) through 05-44172 (REG), 05-44174 (REG), 05-44178 (REG), 05-44190 (REG), 05-44192 (REG) through 05-44193 (REG), 05-44195 (REG) through 05-44198 (REG), 05-44200 (REG), 05-60107 (REG), and 06-

10622 (REG) through 06-10642 (REG), the Official Committee of Unsecured Creditors of Adelphia Communications Corporation and its affiliated debtors (the “Creditors Committee”), and the Official Committee of Equity Securities Holders of Adelphia Communications Corporation (the “Equity Committee”), under Adelphia’s First Modified Fifth Amended Plan of Reorganization, as confirmed by the United States Bankruptcy Court for the Southern District of New York on January 5, 2007 (the “Plan of Reorganization”).

3. According to its own allegations in the Amended Complaint, the Adelphia Recovery Trust is a liquidating trust created under the Adelphia Plan of Reorganization to, among other things, pursue and defend litigation on behalf of Adelphia.

4. According to its own allegations in the Amended Complaint, ACC was the debtor in Case No. 02-41729 (REG), which commenced on June 25, 2002 (the “Petition Date”). ACC was a corporation organized under the laws of the State of Delaware, with its principal place of business on the Petition Date located in the Commonwealth of Pennsylvania. The remaining debtors were the two hundred sixty-five direct and indirect subsidiaries of ACC, organized under the laws of various states, which were debtors in Case Nos. 02-12834 (REG), 02-41730 (REG) through 02-41957 (REG), 05-44167 (REG), 05-44168 (REG), 05-44170 (REG) through 05-44172 (REG), 05-44174 (REG), 05-44178 (REG), 05-44190 (REG), 05-44192 (REG) through 05-44193 (REG), 05-44195 (REG) through 05-44198 (REG), 05-44200 (REG), 05-60107 (REG), and 06-10622 (REG) through 06-10642 (REG). In addition to ACC, the Adelphia Debtors included: ACC Cable Communications FL-VA, LLC, ACC Cable Holdings VA, Inc., ACC Holdings II, LLC, ACC Investment Holdings, Inc., ACC Operations, Inc., ACC Telecommunications Holdings LLC, ACC Telecommunications LLC, ACC Telecommunications of Virginia LLC, ACC-AMN Holdings, LLC, Adelphia Acquisition Subsidiary, Inc., Adelphia

Arizona, Inc., Adelphia Blairsville, LLC, Adelphia Cable Partners, LP, Adelphia Cablevision  
 Associates, LP, Adelphia Cablevision Corp., Adelphia Cablevision of Boca Raton, LLC,  
 Adelphia Cablevision of Fontana, LLC, Adelphia Cablevision of Inland Empire, LLC, Adelphia  
 Cablevision of New York, Inc., Adelphia Cablevision of Newport Beach, LLC, Adelphia  
 Cablevision of Orange County II, LLC, Adelphia Cablevision of Orange County, LLC, Adelphia  
 Cablevision of San Bernardino, LLC, Adelphia Cablevision of Santa Ana, LLC, Adelphia  
 Cablevision of Seal Beach, LLC, Adelphia Cablevision of Simi Valley, LLC, Adelphia  
 Cablevision of the Kennebunks, LLC, Adelphia Cablevision of West Palm Beach III, LLC,  
 Adelphia Cablevision of West Palm Beach IV, LLC, Adelphia Cablevision of West Palm Beach  
 V, LLC, Adelphia Cablevision, LLC, Adelphia California Cablevision, LLC, Adelphia Central  
 Pennsylvania, LLC, Adelphia Cleveland, LLC, Adelphia Communications International, Inc.,  
 Adelphia Communications of California II, LLC, Adelphia Communications of California III,  
 LLC, Adelphia Communications of California, LLC, Adelphia Company of Western  
 Connecticut, Adelphia General Holdings III, Inc., Adelphia GP Holdings, LLC, Adelphia GS  
 Cable, LLC, Adelphia Harbor Center Holdings, LLC, Adelphia Holdings 2001, LLC, Adelphia  
 International II, LLC, Adelphia International III, LLC, Adelphia Mobile Phones, Inc., Adelphia  
 of the Midwest, Inc., Adelphia Pinellas County, LLC, Adelphia Prestige Cablevision, LLC,  
 Adelphia Telecommunications of Florida, Inc., Adelphia Telecommunications, Inc., Adelphia  
 Wellsville, LLC, Adelphia Western New York Holdings, LLC, Arahova Communications, Inc.,  
 Arahova Holdings, LLC, Badger Holding Corporation, Better TV, Inc. of Bennington,  
 Blacksburg/Salem Cablevision, Inc., Brazas Communications, Inc., Buenavision  
 Telecommunications, Inc., Cable Sentry Corporation, California Ad Sales, LLC, CCC-III, Inc.,  
 CCC-Indiana, Inc., CCH Indiana, LP, CDA Cable, Inc., Century Advertising, Inc., Century

Alabama Corp., Century Alabama Holding Corp., Century Australia Communications Corp., Century Berkshire Cable Corp., Century Cable Holding Corp., Century Cable Holdings, LLC, Century Cable Management Corporation, Century Cable of Southern California, Century Cablevision Holdings, LLC, Century Carolina Corp., Century Colorado Springs Corp., Century Colorado Springs Partnership, Century Cullman Corp., Century Enterprise Cable Corp., Century Exchange, LLC, Century Federal, Inc., Century Granite Cable Television Corp., Century Huntington Company, Century Indiana Corp., Century Investment Holding Corp., Century Investors, Inc., Century Island Associates, Inc., Century Island Cable Television Corp., Century Kansas Cable Television Corp., Century Lykens Cable Corp., Century Mendocino Cable Television Inc., Century Mississippi Corp., Century Mountain Corp., Century New Mexico Cable Television, Century Norwich Corp., Century Ohio Cable Television Corp., Century Oregon Cable Corp., Century Pacific Cable TV Inc., Century Programming, Inc., Century Realty Corp., Century Shasta Cable Television Corp., Century Southwest Colorado Cable Television Corp., Century Telecommunications, Inc., Century Trinidad Cable Television Corp., Century Virginia Corp., Century Voice and Data Communications, Inc., Century Warrick Cable Corp., Century Washington Cable Television, Inc., Century Wyoming Cable Television Corp., Century-TCI California Communications, LP, Century-TCI California, LP, Century-TCI Holdings, LLC, Chelsea Communications, Inc., Chelsea Communications, LLC, Chestnut Street Services, LLC, Clear Cablevision, Inc., CMA Cablevision Associates VII, LP, CMA Cablevision Associates XI, LP, Coral Security, Inc., Cowlitz Cablevision, Inc., CP-MDU I LLC, CP-MDU II LLC, E. & E. Cable Service, Inc., Eastern Virginia Cablevision Holdings, LLC, Eastern Virginia Cablevision, LP, Empire Sports Network, LP, FAE Cable Management Corporation, FOP Indiana, LP, FrontierVision Access Partners, LLC, FrontierVision Cable New England, Inc., FrontierVision

Capital Corporation, FrontierVision Holdings Capital Corporation, FrontierVision Holdings  
 Capital II Corporation, FrontierVision Holdings, LLC, FrontierVision Holdings, LP,  
 FrontierVision Operating Partners, LLC, FrontierVision Operating Partners, LP, FrontierVision  
 Partners, LP, Ft. Myers Acquisition Limited Partnership, Ft. Myers Cablevision, LLC, Genesis  
 Cable Communications Subsidiary LLC, Global Acquisition Partners, LP, Global Cablevision II,  
 LLC, Grafton Cable Company, GS Cable, LLC, GS Telecommunications LLC, Harron  
 Cablevision of New Hampshire, Inc., Huntington CATV, Inc., Imperial Valley Cablevision, Inc.,  
 Kalamazoo County Cablevision, Inc., Key Biscayne Cablevision, Kootenai Cable, Inc., Lake  
 Champlain Cable Television Corporation, Leadership Acquisition Limited Partnership, Louisa  
 Cablevision, Inc., Manchester Cablevision, Inc., Martha's Vineyard Cablevision, LP, Mercury  
 Communications, Inc., Mickelson Media of Florida, Inc., Mickelson Media, Inc., Montgomery  
 Cablevision, Inc., Monument Colorado Cablevision, Inc., Mountain Cable Communications  
 Corporation, Mountain Cable Company, LP, Mt. Lebanon Cablevision, Inc., Multi-Channel TV  
 Cable Company, National Cable Acquisition Associates, LP, Olympus Cable Holdings, LLC,  
 Olympus Capital Corporation, Olympus Communications Holdings, LLC, Olympus  
 Communications, LP, Olympus Subsidiary, LLC, Owensboro Indiana, LP, Owensboro on the  
 Air, Inc., Owensboro-Brunswick, Inc., Page Time, Inc., Palm Beach Group Cable Joint Venture,  
 Palm Beach Group Cable, Inc., Paragon Cable Television, Inc., Paragon Cablevision  
 Construction Corporation, Paragon Cablevision Management Corporation, Parnassos  
 Communications, LP, Parnassos Holdings, LLC, Parnassos, LP, Pericles Communications  
 Corporation, Pullman TV Cable Co., Inc., RentaVision of Brunswick, Inc., Richmond Cable  
 Television Corporation, Rigpal Communications, Inc., Robinson/Plum Cablevision, LP, S/T  
 Cable Corporation, Sabres, Inc., Scranton Cablevision, Inc., Sentinel Communications of

Muncie, Indiana, Inc., Southeast Florida Cable, Inc., Southwest Colorado Cable, Inc., Southwest Virginia Cable, Inc., Star Cable Inc., Starpoint Limited Partnership, SVHH Cable Acquisition, LP, SVHH Holdings, LLC, Tele-Media Company of Hopewell-Prince George, Tele-Media Company of Tri-States, LP, Tele-Media Investment Partnership, LP, Telesat Acquisition Limited Partnership, Telesat Acquisition, LLC, The Golf Club at Wending Creek Farms, LLC, The Main InternetWorks, Inc., The Westover TV Cable Co. Incorporated, Three Rivers Cable Associates, LP, Timotheos Communications LP, TMC Holdings Corporation, TMC Holdings, LLC, Tri-States, LLC, UCA LLC, Upper St. Clair Cablevision, Inc., US Tele-Media Investment Company, Valley Video, Inc., Van Buren County Cablevision, Inc., Warrick Cablevision, Inc., Warrick Indiana, LP, Wellsville Cablevision, LLC, West Boca Acquisition Limited Partnership, Western NY Cablevision, LP, Westview Security, Inc., Wilderness Cable Company, Young's Cable TV Corp., Yuma Cablevision, Inc., ACC Properties I, LLC, ACC Properties 103, LLC, ACC Properties 105, LLC, ACC Properties 109, LLC, ACC Properties 121, LLC, ACC Properties 122, LLC, ACC Properties 123, LLC, ACC Properties 130, LLC, ACC Properties 146, LLC, ACC Properties 154, LLC, ACC Properties 156, LLC, ACC Properties Holdings, LLC, Adelphia Cablevision Associates of Radnor, L.P., Adelphia Cablevision of West Palm Beach, LLC; Adelphia Cablevision of West Palm Beach II, LLC, Cablevision Business Services, Inc., Century MCE, LLC, Desert Hot Springs Cablevision, Inc., Henderson Community Antenna Television, Inc., Highland Carlsbad Cablevision, Inc., Highland Carlsbad Operating Subsidiary, Inc., Highland Prestige Georgia, Inc., Highland Video Associates, L.P., Hilton Head Communications, L.P., Ionian Communications, L.P., Montgomery Cablevision Associates, L.P., OFE I, LLC, OFE II, LLC, Olympus MCE I, LLC, Olympus MCE II, LLC, Prestige Communications, Inc., UCA MCE I, LLC, UCA MCE II, LLC, Century-TCI Distribution



Company, LLC, Parnassos Distribution Company I, LLC and Parnassos Distribution Company II, LLC.

### **JURISDICTION AND VENUE**

5. This Court's jurisdiction is founded upon sections 157 and 1334 of title 28 of the United States Code, in that this proceeding arises under title 11 of the United States Code (the "Bankruptcy Code"), or arises in or is related to the above-captioned jointly administered chapter 11 cases under the Bankruptcy Code, which were filed in the United States Bankruptcy Court for the Southern District of New York.

6. This Court has personal jurisdiction over the Counterclaim Defendants, inter alia, because they have submitted to the jurisdiction of this Court by filing the Amended Complaint in this action.

7. Venue in this Court is appropriate under section 1409(a) of title 28 of the United States Code.

### **COUNT ONE: CONTRACTUAL INDEMNIFICATION**

8. BofA hereby repeats and realleges paragraphs 1 through 7 as if fully set forth herein.

9. This counterclaim against the Counterclaim Defendants is for indemnification pursuant to: (a) the Credit Agreement, dated as of December 19, 1997, (as amended on October 7, 1998, July 15, 1999 and March 2, 2001) (the "Frontier Vision Credit Agreement"), entered into as part of the FrontierVision Credit Facility; (b) the Credit Agreement, dated December 30, 1998, (the "Parnassos Credit Agreement"), entered into as part of the Parnassos Credit Facility,

(c) the Credit Agreement, dated as of December 3, 1999, (the “Century-TCI Credit Agreement”), entered into as part of the Century-TCI Credit Facility, (d) the Credit Agreement, dated as of May 6, 1999, (the “UCA/HHC Credit Agreement”), entered into as part of the UCA/HHC Co-Borrowing Facility, (e) the Credit Agreement, dated as of April 14, 2000, (the “CCH Credit Agreement”), entered into as part of the CCH Co-Borrowing Facility, and (f) the Credit Agreement, dated as of September 28, 2001, (the “Olympus Credit Agreement”), entered into as part of the Olympus Co-Borrowing Facility (these agreements and facilities are collectively, the “Credit Agreements” and the “Credit Facilities,” respectively).

10. BofA, along with certain other banks named as defendants, was a party to and a lender under the Credit Facilities.

11. The Amended Complaint does not specify which Counterclaim Defendants are asserting claims in the Amended Complaint or in what capacity those claims are asserted. Accordingly, this claim is asserted against those Counterclaim Defendants who are determined to be borrowers, beneficiaries and/or guarantors of the Credit Facilities.

12. The Credit Agreements provided that BofA (and other lenders) would be indemnified on the following terms:

**a. FrontierVision Credit Agreement.**

The FrontierVision Credit Agreement, with BofA as a “Lender,” provides in pertinent part:

SECTION 11.03. The Company hereby agrees to indemnify the Administrative Agent, the Syndication Agent and each Lender and their respective directors, officers, employees, attorneys and agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages or expenses incurred by any of them (including, without limitation, any and all losses, liabilities, claims, damages or expenses incurred by the Administrative Agent to any Lender,

whether or not the Administrative Agent or any Lender is a party thereto) arising out of or by reason of any investigation or litigation or other proceedings (including any threatened investigation or litigation or other proceedings) relating to the Loans hereunder or any actual or proposed use by the Company or any of its Subsidiaries of the proceeds of any of the Loans hereunder, including, without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such investigation or litigation or other proceedings (but excluding any such losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified). . . .

**b. Parnassos Credit Agreement.**

The Parnassos Credit Agreement, with BofA as an “Indemnified Party,” provides in pertinent part:

SECTION 10.4. Indemnification. In consideration of the execution and delivery of this Agreement by each Secured Party, the Borrower hereby indemnifies, exonerates and holds each Secured Party and each of their respective officers, directors, employees and agents (collectively, the “Indemnified Parties”) free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages, and expenses incurred in connection therewith (irrespective of whether any such Indemnified Party is a party to the action for which indemnification hereunder is sought), including reasonable attorneys’ fees and disbursements, whether incurred in connection with actions between or among the parties hereto or the parties hereto and third parties (collectively, the “Indemnified Liabilities”), incurred by the Indemnified Parties or any of them as a result of, or arising out of, or relating to:

\* \* \* \*

(c) any investigation, litigation or proceeding related to any acquisition or proposed acquisition by the Borrower or any of its Subsidiaries of all or any portion of the stock or assets of any Person, whether or not an Indemnified Party is party thereto ....

**c. Century-TCI Credit Agreement.**

The Century-TCI Credit Agreement, with BofA as an “Indemnified Party,” provides in pertinent part:

Section 10.04(b) Indemnification. The Borrower agrees to indemnify and hold harmless each Indemnified Party from and against any and all claims, damages,

losses, liabilities and expenses (including, without limitation, fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of, or in connection with the preparation for a defense of, any investigation, litigation or proceeding arising out of, related to or in connection with the Credit Agreement Transactions . . . whether or not such investigation, litigation or proceeding is brought by any Credit Party, its directors, shareholders or creditors or an Indemnified Party or any Indemnified Party is otherwise a party thereto and whether or not the Credit Agreement Transactions or the other transactions contemplated hereby are consummated, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct.

**d. UCA/HHC Credit Agreement.**

The UCA/HHC Credit Agreement, with BofA as an "Indemnified Party," provides in pertinent part:

SECTION 10.4. Indemnification. In consideration of the execution and delivery of this Agreement by each Secured Party, each Borrower hereby jointly and severally indemnifies, exonerates and holds each Secured Party and each of their respective officers, directors, employees and agents (collectively, the "Indemnified Parties") free and harmless from and against any and all obligations, claims, actions, causes of action, suits, losses, costs, liabilities and damages, and expenses incurred in connection therewith (irrespective of whether any such Indemnified Party is a party to the action for which indemnification hereunder is sought), including reasonable attorneys' fees and disbursements, whether incurred in connection with actions between or among the parties hereto or the parties hereto and third parties (collectively, the "Indemnified Liabilities"), incurred by the Indemnified Parties or any of them as a result of, or arising out of, or relating to:

\* \* \* \*

(c) any investigation, litigation or proceeding related to any acquisition or proposed acquisition by any Borrower or any of its Subsidiaries of all or any portion of the stock or assets of any Person, whether or not an Indemnified Party is party thereto . . .

except for any such Indemnified Liabilities arising for the account of a particular Indemnified Party to the extent of the relevant Indemnified Party's gross negligence or willful misconduct. . . . If and to the extent that the foregoing undertaking may be unenforceable for any reason, each

Borrower hereby jointly and severally agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

**e. CCH Credit Agreement.**

The CCH Credit Agreement, with BofA as an “Indemnified Party” provides in pertinent part:

11.12 Indemnification. Each borrower and each other Company (by execution of supplemental agreements to the Loan Documents, a Guaranty, or Collateral Documents) agrees, jointly and severally, to indemnify and hold harmless each Agent, Arranger, and each Lender and each of their respective affiliates and their respective officers, directors, employees, agents, attorneys, and advisors (each, an “Indemnified Party”) from and against any and all claims, damages, losses, liabilities (including, without limitation any Environmental Liabilities), costs, and expenses (including, without limitation, reasonable attorneys’ fees) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation, or proceeding or preparation of defense in connection therewith) the Loan Documents, any of the transactions contemplated herein or the actual or proposed use of the proceeds of the Borrowings (including any of the foregoing arising from the negligence of the Indemnified Party), except to the extent such claim, damage, loss, liability, cost, or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party’s gross negligence or willful misconduct. In the case of an investigation, litigation, or other proceeding to which the indemnity in this Section 11.12 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Borrower, their directors, shareholders or creditors or an Indemnified Party or any other Person or any Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. Each borrower and each other company (by execution of a Guaranty or Collateral Documents) agree not to assert any claim against any Indemnified Party on any theory of liability, for special, indirect, consequential, or punitive damages arising out of or otherwise relating to the Loan Documents, any of the transactions contemplated herein or the actual or proposed use of the proceeds of the Borrowings. Without prejudice to the survival of any other agreement of the companies hereunder, the agreements and obligations of the companies contained in this Section 11.12 shall survive the payment in full of the Borrowings and all, other amounts payable under the Loan Documents.

**f. Olympus Credit Agreement.**

The Olympus Credit Agreement, with BofA as an “Indemnified Party,” provides in pertinent part:

11.12 Indemnification. Each Borrower and each other company (by execution of supplemental agreements to the Loan Documents, a guaranty, or collateral documents) agrees, jointly and severally, to indemnify and hold harmless each agent, joint lead arranger, and each lender and each of their respective affiliates and their respective officers, directors, employees, agents, attorneys, and advisors (each, an “Indemnified Party”) from and against any and all claims, damages, losses, liabilities (including any environmental liabilities), costs, and expenses (including reasonable attorneys’ fees) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including in connection with any investigation, litigation, or proceeding or preparation of defense in connection therewith) the Loan Documents, any of the transactions contemplated herein or the actual or proposed use of the proceeds of the Borrowings (including any of the foregoing arising from the negligence of the Indemnified Party), except to the extent such claim, damage, loss, liability, cost, or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party’s gross negligence or willful misconduct.

In the case of an investigation, litigation, or other proceeding to which the indemnity in this Section 11.12 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any borrower, their directors, shareholders or creditors or an Indemnified Party or any other person or any Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. Each borrower and each other company (by execution of a guaranty or collateral documents) agrees not to assert any claim against any Indemnified Party on any theory of liability, for special, indirect, consequential, or punitive damages arising out of or otherwise relating to the Loan Documents, any of the transactions contemplated herein or the actual or proposed use of the proceeds of the Borrowings. Without prejudice to the survival of any other agreement of the companies hereunder, the agreements and obligations of the companies contained in this Section 11.12 shall survive the payment in full of the Borrowings and all other amounts payable under the Loan Documents.

13. BofA has been subjected to the claims set forth in the Amended Complaint, with potential damages, losses and liabilities which fall within the indemnification provisions in the Credit Facilities.

14. BofA, under the terms of the Credit Facilities, is entitled to be indemnified by the Counterclaim Defendants for the claims made against it in the present action, according to the terms of the Credit Facilities.

15. The amount of any potential damages, losses and liabilities of BofA is presently undetermined.

16. To the extent that BofA incurs costs and expenses in connection with its role as lender or agent in connection with one or more of the Credit Facilities, including without limitation in connection with its defense of the present case, BofA is entitled to be reimbursed for such expenses pursuant to the terms of the Credit Facilities.

#### **COUNT TWO: BREACH OF CONTRACT**

17. BofA hereby repeats and realleges paragraphs 1 through 16 as if fully set forth herein.

18. This second counterclaim by BofA against the Counterclaim Defendants is for breach of contract.

19. BofA, along with certain other banks named as defendants, was a party to and a lender under the Credit Facilities.

20. The Amended Complaint does not specify which Counterclaim Defendants are asserting claims in the Amended Complaint or in what capacity those claims are asserted. Accordingly, this claim is asserted against those Counterclaim Defendants who are determined to be the borrowers, beneficiaries and/or guarantors of the Credit Facilities who represented and warranted that they were solvent at the time of borrowing.

21. These Counterclaim Defendants made the following specific representations and warranties in the Credit Facilities:

**a. FrontierVision Credit Agreement.**

The FrontierVision Credit Agreement provides in pertinent part:

Section 6.01(k) Solvency Certificate. A certificate from a Senior Officer, to the effect that, as of the Effective Date and immediately after giving effect to the Loans hereunder to be outstanding on the Effective Date and to the other transactions contemplated hereunder to occur on or before the Effective Date, (i) the aggregate value of all Properties of the Company and its Restricted Subsidiaries at their present fair saleable value (i.e., the amount that may be realized within a reasonable time, considered to be six months to one year, either through collection or sale at the regular market value, conceiving the latter as the amount that could be obtained for the Property in question within such period by a capable and diligent businessman from an interested buyer who is willing to purchase under ordinary selling conditions), exceeds the amount of all the debts and liabilities (including contingent, subordinated, unmatured and unliquidated liabilities) of the Company and its Restricted Subsidiaries, (ii) the Company and its Restricted Subsidiaries will not, on a consolidated basis, have an unreasonably small capital with which to conduct their business operations as heretofore conducted and (iii) the Company and its Restricted Subsidiaries will have, on a consolidated basis, sufficient cash flow to enable them to pay their debts as they mature. Such certificate shall also state that the financial projections and underlying assumptions contained in such analyses were at the time made, and on the Effective Date are, fair and reasonable and accurately computed.

**b. Parnassos Credit Agreement.**

The Parnassos Credit Agreement provides in pertinent part:

SECTION 6.19. Solvency. Both before and immediately after giving effect to any Credit Extension requested hereunder:

(a) the fair value of the assets of the Borrower and its Subsidiaries on a consolidated basis will exceed the total amount of liabilities (including contingent, subordinated, unmatured and unliquidated liabilities) of the Borrower and its Subsidiaries on a consolidated basis, on a going-concern basis;

(b) the present fair salable value (as defined below) of the assets of the Borrower and its Subsidiaries on a consolidated basis will exceed the probable total liabilities (including contingent, subordinated, unmatured and unliquidated



liabilities) of the Borrower and its Subsidiaries on a consolidated basis as they become absolute and matured;

(c)the Borrower and its Subsidiaries on a consolidated basis will be able to pay their debts, including contingent liabilities, as they mature and become due;

(d)the Borrower and its Subsidiaries on a consolidated basis are not, and will not be, engaged in a business for which their consolidated capital is, or would be, unreasonably small for the Borrower's consolidated business; and

(e)the Borrower and its Subsidiaries on a consolidated basis have not incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise) under this Agreement or any other Loan Document, nor have they made any conveyance pursuant to or in connection therewith, with actual intent to hinder, delay or defraud either present or future creditors of the Borrower or any of its Subsidiaries.

**c. Century-TCI Credit Agreement.**

The Century-TCI Credit Agreement provides in pertinent part:

Section 1.01. "Solvent" and "Solvency" mean, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (b) the fair value of the assets of such Person on a going concern basis is not less than the amount that will be required to pay the probable liability of such Person on its Indebtedness as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur Indebtedness or liabilities beyond such Person's ability to pay as such Indebtedness and liabilities mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small amount of capital. The portion of contingent liabilities of any Person at any time that shall be included for purposes of the above determinations shall be the amount of such contingent liabilities that, in light of all facts and circumstances existing at such time, could reasonably be expected to become actual matured liabilities of such Person.

\* \* \* \*

Section 4.18. Solvency. Immediately after the consummation of the Credit Agreement Transactions on the Closing Date and immediately following the making of each Advance and after giving effect to the application of the proceeds thereof, and taking into account all rights of indemnity, subrogation and

contribution of the Credit Parties under applicable law and under Section 9.08, each Credit party is Solvent.

**d. UCA/HHC Co-Borrowing Agreement.**

The UCA/HHC Co-Borrowing Agreement, provides in pertinent part:

SECTION 6.19. Solvency. Both before and immediately after giving effect to any Credit Extension requested hereunder:

(a) the aggregate combined fair value of the assets of each Borrower and its Subsidiaries on a consolidated basis will exceed the total aggregate amount of liabilities (including contingent, subordinated, unmatured and unliquidated liabilities) of each such Borrower and its Subsidiaries on a consolidated basis, on a going-concern basis;

(b) the aggregate combined present fair salable value (as defined below) of the assets of each Borrower and its Subsidiaries on a consolidated basis will exceed the aggregate probable total liabilities (including contingent, subordinated, unmatured and unliquidated liabilities) of such Borrower and its Subsidiaries on a consolidated basis as they become absolute and matured;

(c) the Borrowers and their respective Subsidiaries on a combined basis will be able to pay their debts, including contingent liabilities, as they mature and become due

(d) each Borrower and its Subsidiaries on a consolidated basis are not, and will not be, engaged in a business for which their consolidated capital is, or would be, unreasonably small for such Borrower's consolidated business; and

(e) the Borrowers and their respective Subsidiaries on a combined basis have not incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise) under this Agreement or any other Loan Document, nor have they made any conveyance pursuant to or in connection therewith, with actual intent to hinder, delay or defraud either present or future creditors of the Borrowers or any of their respective Subsidiaries.

For purposes of this Section, the "fair salable value" of the Borrowers' and their respective Subsidiaries' assets means the amount which may be realized within a reasonable time, either through collection or sale of such assets on an "arm's-length" basis at the fair market value, based upon the amount which could be obtained for such assets within such period by a capable and diligent seller from an interested buyer who is willing (but is under no compulsion) to purchase under ordinary selling conditions.

**e. CCH Co-Borrowing Agreement.**

The CCH Co-Borrowing Agreement provides in pertinent part:

Section 1.1. Solvent means, as to a Person, that (a) the aggregate fair market value of such Person's assets exceeds its liabilities (whether contingent, subordinated, unmatured, unliquidated, or otherwise), (b) such Person has sufficient cash flow to enable it to pay its Debts as they mature, and (c) such Person does not have unreasonably small capital to conduct such Person's businesses.

\* \* \* \*

8.17 Solvency. On the Closing Date and at the time of each Borrowing hereunder, each Company (and, in addition, with respect to any Borrowing by any Unrestricted Borrower, such Unrestricted Borrower) is (and after giving effect to the transactions contemplated by the Loan Documents and any incurrence of additional Debt, will be) Solvent.

**f. Olympus Co-Borrowing Agreement.**

The Olympus Co-Borrowing Agreement provides in pertinent part:

Section 1.1. Solvent means, as to a Person, that (a) the aggregate fair market value of such Person's assets exceeds its liabilities (whether contingent, subordinated, unmatured, unliquidated, or otherwise), (b) such Person has sufficient cash flow to enable it to pay its Debts as they mature, and (c) such Person does not have unreasonably small capital to conduct such Person's businesses.

\* \* \* \*

Section 8.17. Solvency. On the Closing Date and at the time of each Borrowing hereunder, each Company is (and after giving effect to the transactions contemplated by the Loan Documents and any incurrence of additional Debt, will be Solvent.

BofA relied on these representations and warranties when entering into the Credit Facilities and lending funds.

22. To the extent any of the borrowers or Counterclaim Defendants are found to have been insolvent when they incurred obligations under the Credit Facilities, they will have breached the relevant representations and warranties concerning solvency.

23. BofA has performed its obligations under the Credit Facilities.

24. As a direct and proximate result of any breach of the borrowers or Counterclaim Defendants of the solvency representations and warranties of the Credit Facilities, BofA has been damaged in an amount to be determined at trial.

### **COUNT THREE: CONTRIBUTION**

25. BofA hereby repeats and realleges paragraphs 1 through 24 as if fully set forth herein.

26. BofA denies that Counterclaim Defendants are entitled to a judgment against it for any of the claims set forth in the Amended Complaint. However, in the event that it is determined that BofA has any liability to Counterclaim Defendants, BofA is entitled to contribution and indemnification for a percentage of any damages for which it may be liable in an amount to be determined at trial under any applicable law, including Pennsylvania's Uniform Contribution Among Tortfeasors Act (42 Pa. Cons. Stat. Ann. § 8321 et seq.) and common law.

27. Counterclaim Defendants allege in the Amended Complaint that Adelphia and its subsidiaries made numerous misrepresentations regarding, *inter alia*, their financial condition, the extent of their debt, and the uses to which borrowed funds were applied. These misrepresentations and other acts of the Counterclaim Defendants are the proximate cause of any damages they may have incurred.

28. The Amended Complaint does not specify which of Counterclaim Defendants engaged in many of the acts and other misrepresentations and does not specify which Counterclaim Defendants are asserting claims in the Amended Complaint or in what capacity those claims are asserted.

29. Accordingly, BofA respectfully requests that the Court enter final judgment in favor of BofA against the Counterclaim Defendants for contribution and/or indemnification as determined at trial.

WHEREFORE, Bank of America, N.A., respectfully requests that the Court issue an Order: (1) dismissing the Amended Complaint in its entirety and with prejudice; (2) entering judgment against the Counterclaim Defendants for indemnification of BofA in accordance with the terms of the Credit Facilities in an amount to be determined at trial; (3) entering judgment against the Counterclaim Defendants for breach of contract damages in an amount to be determined at trial; (4) entering judgment against the Counterclaims Defendants for contribution and indemnification in an amount to be determined at trial; (5) awarding BofA its costs and disbursements in connection with this action, including attorneys' fees and pre and post-judgment interest at the highest lawful rate(s); and (6) granting all such other and further relief as this Court deems just and proper.

Dated: New York, New York  
December 21, 2007

Respectfully submitted,

**HAYNES AND BOONE, LLP**

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